

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



CITY of Palatka FLORIDA

Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.

TERRY K. SUGGS
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

JASON L. SHAW, SR.
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

AGENDA CITY OF PALATKA

October 27, 2016

CALL TO ORDER:

- a. **Invocation** – The Reverend Jason Sharp, Senior Pastor; Francis Baptist Church
- b. **Pledge of Allegiance**
- c. **Roll Call**

APPROVAL OF MINUTES – 10/10/16 Called & 10/13/16 Regular Meetings

1. PUBLIC RECOGNITION/PRESENTATIONS

- a. **PROCLAMATION** – World Pancreatic Cancer Day – Nov. 17, 2016 – Alison Strother, PCA Network
- b. **PROCLAMATIONS** - National Hospice and Palliative Care Month (Nov. 2016) and Children's Grief Awareness Day – November 17, 2016 Sue Ellen Jackson, Hospice of Citrus and the Nature Coast
- c. **PROCLAMATION** – Runaway Prevention Month – November, 2016 – Cindy Starling & Leah Emberton, CDS Family & Behavioral Specialists
- d. **FEMA INFORMATIONAL PRESENTATION** – Bill Tanger, FEMA Intergovernmental Affairs Coord.
- e. **STUDENT OF THE MONTH – October, 2016** – Mayor Hill & Vice Mayor Brown
 - Molly Albritton
 - Malachi Dixon
 - Gianna Bohannon
 - Camren Davis
 - Kaitlin Arthur
 - Brandall Kearse
 - Brayden Myers
 - Pedro Manuel Estrada-Rosado
 - Al'lyssa Ford
 - Izell Hendrieth
 - Anabell Suggs
 - Isaac Harper
 - Sara Keith
 - Browning-Pearce Elementary
 - C. L. Overturf, Jr. 6th Grade Center
 - Children's Reading Center Charter School
 - E. H. Miller School
 - James A. Long Elementary School
 - Jenkins Middle School
 - Kelley Smith Elementary School (October Honoree)
 - Mellon Elementary School
 - Moseley Elementary School
 - Palatka High School
 - Peniel Baptist Academy
 - Putnam Academy of Arts & Sciences
 - Putnam EDGE High School

2. PUBLIC COMMENTS – (limited to 3 minutes – no action will be taken on topics of discussion)

3. CONSENT AGENDA

- *a. **Adopt Resolution No. 2016-12-83** authorizing the City Manager and City Clerk to execute and attest Supplemental Joint Participation Agreement #2 with FDOT increasing the amount of FDOT funding to \$375,620 and total project amount to \$754,117 for obstruction/tree removal and mitigation at the Palatka Municipal Airport (50% FDOT; 49% FAA; 1% City of Palatka Funding)
- *b. **Adopt Resolution No 2016-12-84** adopting a policy protecting the rights of individuals engaged in non-violent civil rights demonstrations and barring the restriction of access to locations or facilities which are the subject of such demonstrations
- *c. **Adopt Resolution No. 2016-12-85** awarding the Airport Turf Mowing Bid to Frank Crabtree in the amount of \$54,000/yr per results of ITB #2016-10
- *d. **Approve requested items for Special Events Permit No 16-48** - Palatka Pride Fall Festival to be held on 10/29/16 from 10:00 a.m. to 3:00 p.m.- Palatka Pride/PPD; Capt. Toby Williams, Applicant
 1. Grant permission to exceed allowable noise levels throughout the duration of event.
 2. Allow closure of S. 14th St. from Crill Ave. to Diana Dr. and a portion of Diana Dr. west of S. 14th St. for event.

201 N. 2ND STREET · PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

FAX: (386) 329-0106

AGENDA - CITY OF PALATKA
October 27, 2016
Page 2

4. **UPDATE - Northeast Florida Regional Council - Vernon Myers, President and Brian Teeple, Executive Director**
- * 5. **REQUEST TO APPEAL Planning Board Case #16-38 - Denial of Conditional Use – Michael Byars and Kim Burnett, Applicants for a conditional use permit to allow for an Internet Cafe in a storefront unit located at 2000 Reid St.**

PUBLIC HEARINGS:

- * 6. **ORDINANCE rezoning 623 & 625 Laurel St. - Planning Board Recommendation to amend the Future Land Use Map to Commercial and assign planned unit development zoning to the properties, from R-1 (Residential, Single-Family) – 1st Reading - Charles and Tina Duck, Owners and Applicants.**
 - a. **ORDINANCE Amending the Future Land Use Map – Adopt**
 - b. **ORDINANCE to Rezone – 2nd Reading, Adopt**
- * 7. **ORDINANCE amending Zoning Code Sections 62-1 (definitions) and 62-17 (changing sign standards) – 2nd Reading, Adopt**
- * 8. **ORDINANCE amending Section 86-62 of the Code of Ordinances to provide options regarding calculations for separate water service required for each business unit – 2nd Reading, Adopt**
- * 9. **ORDINANCE amending Palatka Municipal Code, Chapter 2, Administration, to add an Accounts Receivable Policy – 2nd Reading, Adopt**
- * 10. **ORDINANCE amending Palatka Municipal Code, Section 10-4, Hours when alcohol sale prohibited; half-hour closing period - 1st Reading**
11. **CITY MANAGER & ADMINISTRATIVE REPORTS**
12. **COMMISSIONER COMMENTS**
13. **ADJOURN**

*Attachment **Separate Cover

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.

Upcoming Events:

Oct 28 – Employees' Safety Luncheon
Oct. 31 – Halloween Trick-Or-Treat - 6 pm – 8 pm
Nov. 8 – General Election Day
Nov. 11 – City offices closed to observe Veterans Day
Nov. 24 & 25 – City offices closed to observe Thanksgiving

Board Openings:

Put. Co. Library Board – City Appointee (2)
Board of Zoning Appeals – 1 vacancy (at-large)
Tree Committee – 1 Vacancy (at large)
Code Enforcement Board – 1 vacancy (alternate)

CITY OF PALATKA



Proclamation

WHEREAS, In 2015, an estimated 367,000 cases of pancreatic cancer were diagnosed globally, and it is estimated that 418,000 people will be diagnosed globally in 2020; and

WHEREAS, Pancreatic cancer is the seventh biggest cancer killer among men and women, yet so many people know nothing about it because this cancer has languished in the "too-hard-to-deal-with" category for far too long, as reflected in the dire survival rates of 3 to 6%, which haven't improved for more than 40 years; and

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits. When symptoms of pancreatic cancer present themselves, it is generally late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 93 percent of pancreatic cancer patients die within the first five years; and

WHEREAS, While death rates are declining for most other cancers, studies show that death rates for pancreatic cancer are increasing in the United States and Europe; and

WHEREAS, More awareness and understanding about the illness among the public, medical community and government the resulting investment and interest in the disease will allow more people to be diagnosed in time for surgery, which is currently the only potential for a cure.

WHEREAS the good health and well-being of the residents of the City of Palatka are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments.

NOW, THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby recognize and endorse November 17, 2016 as

WORLD PANCREATIC CANCER DAY

in the City of Palatka, and hereby encourage the citizens of Palatka to observe the day by contacting the Putnam County Health Department to inquire about pancreatic cancer screening programs available locally as well as any other information regarding early detection.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 27th day of October, in the Year of Our Lord Two Thousand Sixteen.

Commissioners:
Mary Lawson Brown
Rufus Borom
Justin Campbell
James Norwood, Jr.

PALATKA CITY COMMISSION

By: Terrill L. Hill, MAYOR



CITY OF PALATKA



Proclamation

WHEREAS, hospice and palliative care offer the highest quality services and support to patients and family caregivers facing serious and life-limiting illness. Hospice and palliative care providers take the time to ask what's important to those they care for and listen to what their patients and families say; and

WHEREAS, skilled and compassionate hospice and palliative care professionals—including physicians, nurses, social workers, therapists, counselors, health aides, and clergy—provide comprehensive care focused on the wishes of each individual patient; and

WHEREAS, through pain management and symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends, and committed caregivers; and

WHEREAS, the provision of quality hospice and palliative care reaffirms our belief in the essential dignity of every person, regardless of age, health, or social status, and that every stage of human life deserves to be treated with the utmost respect and care; and

WHEREAS, every year more than 1.5 million Americans living with life-limiting illness, and their families, received care from the nation's hospice programs in communities throughout the United States, while more than 468,000 trained volunteers contributed 22 million hours of service to hospice programs annually; and

WHEREAS, these hospice and palliative care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals.

NOW, THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby endorse and proclaim November 2016 as

NATIONAL HOSPICE AND PALLIATIVE CARE AWARENESS MONTH

in the City of Palatka, and encourage citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 27th day of October, in the Year of Our Lord Two Thousand

Commissioners:
Mary Lawson Brown
Rufus Borom
Justin Campbell
James Norwood, Jr.

PALATKA CITY COMMISSION

By: Terrill L. Hill, Mayor



CITY OF PALATKA



Proclamation

WHEREAS, Children who have a loved one die, especially a close family member, experience intense inner turmoil; and

WHEREAS, every school district has students who have experienced personal loss and there are more grieving children than most of us realize; and

WHEREAS, on April 7, 2011 the Florida Legislature resolved to observe Children's Grief Awareness Day in Florida annually on the Thursday before Thanksgiving; and

WHEREAS, Children's Grief Awareness Day provides an opportunity for all of us to raise awareness of the painful impact that the death of a loved one has in the life of a child, an opportunity for all of us to recognize and support the millions of grieving children across the nation, the thousands of grieving children right in our own communities, and the grieving children we know and see in our daily lives; and

WHEREAS, Parental grief is boundless and touches every aspect of a parent's being; and

WHEREAS, Herry's Kids Pediatric Services provides specialized services to children and teens with life-threatening illnesses, and offers grief support and therapeutic camps for young people and their loved ones who have experienced a loss.

NOW, THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, together with the members of the Palatka City Commission, do hereby proclaim Thursday, November 17, 2016 as

CHILDREN'S GRIEF AWARENESS DAY

In the City of Palatka, Florida, and applaud the work currently being accomplished and support grieving children on their journey toward hope after a loved one dies.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of the City of Palatka to be affixed this 27th day of October, in the Year of Our Lord Two Thousand and Sixteen.

Commissioners:
Mary Lawson Brown
Rufus Borom
Justin Campbell
James Norwood, Jr.

PALATKA CITY COMMISSION

By: Terrill L. Hill, MAYOR



CITY OF PALATKA



Proclamation

WHEREAS, the future well-being of our nation is dependent on the value we place on our young people. We must provide opportunities for youth to acquire the knowledge, skills, and abilities necessary to develop into healthy and productive adults. We must also enlist their families and other adults in the community to serve as mentors and role models for young people, guiding them toward wise choices and available resources and supports; and

WHEREAS, the young people with the least access to these essential opportunities and supports are those in runaway and homeless situations. Across the United States, between 1.6 and 2.8 million youth run away annually. These young people come from every life circumstance but what they share in common is that their home environments are unsafe and unhealthy. If all of us work together, we can prevent the situations that compel youth to run away from home.

WHEREAS, the City of Palatka supports the efforts of the community-based, faith-based, and public organizations in Putnam County who are working diligently to increase public awareness about, advocate on behalf of, and provide positive and safe alternatives to runaway and homeless youth and their families.

NOW, THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby recognize and endorse November, 2016 as

NATIONAL RUNAWAY PREVENTION MONTH

in the City of Palatka, and hereby call upon the citizens of Palatka to observe the this month by supporting young people who have run away, or who are at high risk of doing so, by developing a personal relationship with them, teaching them skills that promote positive life choices, providing a safety net of trusted friends, adults, and resources to them, and being available to them as they transition to adulthood.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 27th day of October, in the Year of Our Lord Two Thousand Sixteen.

Commissioners:
Mary Lawson Brown
Rufus Borom
Justin Campbell
James Norwood, Jr.

PALATKA CITY COMMISSION

By: Terrill L. Hill, MAYOR





CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt resolution 2016-12-83 authorizing the City Manager and City Clerk to execute and attest Supplemental Joint Participation Agreement #2 with FDOT increasing the amount of FDOT funding to \$375,620 and total project amount to \$754,117 for obstruction/tree removal and mitigation at the Palatka Municipal Airport (50% FDOT; 49% FAA; 1% City of Palatka Funding)

SUMMARY:

On August 21, 2014 the FAA provided a list of trees affecting navigation to Runway 9-27 at the Palatka Municipal Airport . Many of the trees are inaccessible to heavy equipment and located within wetlands. The scope of the project includes the removal of obstructions (trees) and mitigation of the affected wetland areas. The intent is to make these areas more accessible to routine mowing and maintenance to prevent future obstructions. This was originally a multi-phased project with two sources of funding.

Due to the scope of mitigation and subsequent increased difficulty and scale of tree removal needed to complete this project, FDOT increased its funding and a second funding source was secured from FAA to fund the increased scope of this obstruction removal project. A Supplemental JPA for this project was executed by the City on July 28, 2016.

This is the second Supplemental JPA on this project, which again increases FDOT's funding by \$41,400.

The project amount has increased to \$765,117, with FDOT funding 50% of the project cost, or \$375,620. FAA will fund 49% of the project cost, or \$371,817. The City of Palatka's funding has not changed; the City will fund approximately 1% of the project cost, or \$6,680.00. The City is eligible for and has requested a REDI waiver for its share of the funding.

RECOMMENDED ACTION:

Adopt the resolution authorizing the City Manager and City Clerk to execute and attest a second Supplemental Joint Participation Agreement with the Florida Department of Transportation for obstruction/tree removal and mitigation at the Palatka Municipal Airport

ATTACHMENTS:

Description	Type
▢ Resolution	Resolution
▢ Supplemental JPA #1	Backup Material

- Supplemental JPA #2
- Original JPA

Exhibit
Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	10/18/2016 - 12:47 PM
City Clerk	Driggers, Betsy	Approved	10/18/2016 - 12:47 PM
City Manager	Suggs, Terry	Approved	10/19/2016 - 9:44 AM
Finance	Reynolds, Matt	Approved	10/20/2016 - 6:28 PM

RESOLUTION NO. 2016 – 12 - 83

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
EXECUTE AND ATTEST A SUPPLEMENTAL JOINT PARTICIPATION
AGREEMENT #2 WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION FOR OBSTRUCTION/TREE REMOVAL,
INCLUDING PERMITTING, MITIGATION AND ADMINISTRATION AT
THE PALATKA MUNICIPAL AIRPORT**

WHEREAS, on August 21, 2014, The FAA provided the City of Palatka with a list of trees affecting navigation to Runway 9-27 at the Palatka Municipal Airport; and

WHEREAS, after having reached an agreement on cost of removal of the obstructions (trees), on January 28, 2016 the Palatka City Commission adopted Resolution No. 2016-12-06 authorizing the execution of a Joint Participation Agreement in the amount of \$62,500 for FP No. 438052-01-94-16 for obstruction/tree removal, including permitting, mitigation and administration (the Project), at the Palatka Municipal Airport/Kay Larkin Field, with a total project amount of \$62,500, to be 100% funded by FDOT (REDI funds) and a completion date of 12/31/2018; and

WHEREAS, on July 28, 2016 the Palatka City Commission adopted Resolution No. 2016-12-48 authorizing the execution of a Supplemental Joint Participation Agreement increasing the total project amount to \$640,900 and FDOT's participation to \$334,220 for FP 438052-1-94-17; and

WHEREAS, the City of Palatka and the Florida Department of Transportation have now reached a second amended agreement for the Project, and the Florida Department of Transportation has now proposed a Supplemental Joint Participation Agreement #2 with the City of Palatka for the above project, identified as F.P. Number 438052-1-94-17, with a completion date of 12/31/2018, to amend Exhibits B and D of said Joint Participation Agreement to increase the total Agreement amount; and

WHEREAS, the total project cost for the above described project at Palatka Municipal Airport/Kay Larkin Field is increased by \$113,271, amending the total project cost from \$62,500.00 to a new total project cost of \$754,117, with the Florida Department of Transportation (FDOT) funding 50%, or \$375,620, an increase of \$41,400; and the Federal Aviation Agency (FAA) funding 49%, or \$371,817, an increase of \$71,817; and the City of Palatka funding 1%, or \$6,680.00, an increase of \$00.00, for which the City is eligible for and has requested a REDI waiver pursuant to FS 288.0656; and

WHEREAS, it is in the best interest of the City of Palatka to go forward with the Joint Participation Agreement and amend the FY 2016-2017 budget; and

NOW THEREFORE, be it resolved as follows:

1. That the City Manager, Terry K. Suggs, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Supplemental Joint Participation Agreement #2 on behalf of the City of Palatka for the removal of obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree removal and administration at the Palatka Municipal Airport/Kay Larkin Field, F.P. Number 438052-1-94-17;
2. that the City Manager is hereby authorized to sign requests for Contract Time Extensions, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project;
3. That the revenues of the City of Palatka Airport Fund Budget for the Fiscal Year 2016-17 are amended as follows:

REVENUES:		Last	Recommended	As
<i>Revenue Number</i>	<i>Description</i>	Approved	Amendments	Amended
005-00-389-2-8104	FAA OBSTRUCTION/TREE RMVL	\$ 270,000	\$ 101,817	\$ 371,817
005-00-389-3-8906	FDOT OBSTRUCTION/TREE RMVL	\$ 334,220	\$ 41,400	\$ 375,620
005-00-389-9-0001	TRANSFER FROM GENERAL FUND	\$ 231,552	\$ (15,000)	\$ 216,552
TOTAL REVENUES AMENDED:		\$ 835,772	\$ 128,217	\$ 963,989

4. That the expenditures of the City of Palatka Airport Fund Budget for the Fiscal Year 2016-2017 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<i>Expenditure Number</i>	<i>Description</i>	Approved	Amendments	Amended
005-05-542-6-6296	OBSTRUCTION/TREE REMOVAL	\$ 625,900	\$ 128,217	\$ 754,117
TOTAL EXPENDITURES AMENDED:		\$ 625,900	\$ 128,217	\$ 754,117

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 27th day of October, 2016

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 1

Financial Project No.: <u>438052-1-94-17</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DDR,DPTO</u>	FLAIR Approp.: <u>088719</u>
Contract No.: <u>G0884</u>	Function: <u>637</u>	FLAIR Obj.: <u>751000</u>
CFDA Number: _____	Federal No.: _____	Org. Code: <u>55022020228</u>
	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>VF596000401002</u>
	CSFA Number: <u>55.004</u>	

THIS AGREEMENT, made and entered into this _____ day of _____
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and City of Palatka
4015 Reid Street Palatka, FL 32177
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 14th day of March, 2016
entered into a Joint Participation Agreement; and
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
hereto; and
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$ 334,220.00
NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
and supplemented as follows:

- 1.00 Project Description:** The project description is amended
- Remove obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree removal, administration and Palatka Municipal Lt. Kay Larkin Field

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased decreased by \$ 578,400.00
bringing the revised total cost of the project to \$ 640,900.00

Paragraph 4.00 of said Agreement is increased decreased by \$ 271,720.00
bringing the Department's revised total cost of the project to \$ 334,220.00

3.00 Amended Exhibits:

Exhibit(s) B & D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement 12/31/2018.

5.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 438052-1-94-17

Contract No. G0884

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated 3/14/2016
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first
above written.

AGENCY

City of Palatka

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

James M. Knight, P.E.

DEPARTMENT OF TRANSPORTATION

Urban Planning and Modal Administrator

TITLE

**ATTACHMENT "A"
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Palatka
4015 Reid Street Palatka, FL 32177
 dated _____

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Additional funding for the removal of obstructions in the approach and transitional surfaces to runway 9-27

		As Approved	As Amended	Net Change
I.	Project Cost	\$62,500.00	\$640,900.00	\$578,400.00
		As Approved	As Amended	Net
II.	Fund	DDR,DPTO	DDR,DPTO	DDR,DPTO
	Department:	\$62,500.00	\$334,220.00	\$271,720.00
	Agency:	\$0.00	\$6,680.00	\$6,680.00
	Federal:	\$0.00	\$300,000.00	\$300,000.00
<hr/>				
	Total Project Cost	\$62,500.00	\$640,900.00	\$578,400.00

Comments:

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	Amount
2016	\$62,500.00
2017	\$271,720.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 2

Financial Project No.: <u>438052-1-94-17</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DDR,DPTO</u> Function: <u>637</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Approp.: <u>088719</u> FLAIR Obj.: <u>751000</u> Org. Code: <u>55022020228</u> Vendor No.: <u>VF596000401002</u>
Contract No.: <u>G0884</u> CFDA Number: _____	CSFA Number: <u>55.004</u>	

THIS AGREEMENT, made and entered into this _____ day of _____
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and City of Palatka
4015 Reid Street Palatka, FL 32177
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 14 th day of March, 2016
entered into a Joint Participation Agreement; and
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
hereto; and
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$ 375,620.00
NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
and supplemented as follows:

1.00 Project Description: The project description is amended
PALATKA KAY LARKIN FIELD OBSTRUCTION REMOVAL

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased decreased by \$ 113,217.00
bringing the revised total cost of the project to \$ 754,117.00

Paragraph 4.00 of said Agreement is increased decreased by \$ 41,400.00
bringing the Department's revised total cost of the project to \$ 375,620.00

3.00 Amended Exhibits:

Exhibit(s) B & D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement 12/31/2018.

5.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 438052-1-94-17

Contract No. G0884

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated 3/14/2016
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first
above written.

AGENCY

City of Palatka

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

James M. Knight, P.E.

DEPARTMENT OF TRANSPORTATION

Urban Planning and Modal Administrator

TITLE

Financial Project No. 438052-1-94-17

Contract No. G0884

Agreement Date _____

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between

the State of Florida, Department of Transportation and City of Palatka

4015 Reid Street Palatka, FL 32177

dated March 14, 2016

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Additional funding to match revised FAA grant amount for removal of obstructions to runway 9-27 and Mitigation.

	As Approved	As Amended	Net Change
I.			
Project Cost	\$62,500.00	\$754,117.00	\$113,217.00
II.			
Fund	DDR,DPTO	DDR,DPTO	DDR,DPTO
Department:	\$62,500.00	\$375,620.00	\$41,400.00
Agency:	\$0.00	\$6,680.00	\$
Federal:	\$0.00	\$371,817.00	\$71,817.00
<hr/>			
Total Project Cost	\$62,500.00	\$754,117.00	\$113,217.00

Comments:

FAA Grant 3-12-0061-026-2016

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	Amount
2016	\$62,500.00
2017	\$313,120.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project No.: <u>438052-1-94-16</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>637</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u> Agency DUNS No.: _____	FLAIR Approp.: <u>088719</u> FLAIR Obj.: <u>751000</u> Org. Code: <u>55022020228</u> Vendor No.: <u>VF596000401002</u> CSFA Number: <u>55.004</u> CSFA Title: <u>Aviation Grant Program</u>
Contract No.: _____ CFDA Number: _____ CFDA Title: _____		

THIS AGREEMENT, made and entered into this _____ day of _____,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and City of Palatka

4015 Reid Street Palatka, FL 32177

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed

on or before 12/31/2018 and this Agreement will expire unless a time extension is provided

in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

332.006(6), Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Remove obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree removal, administration, at Palatka Municipal Lt. Kay Larkin Field

and as further described in Exhibit(s) A,B,C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 62,500.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 62,500.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audit Authority: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit _____ to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit _____ to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office 2198 Edison Avenue Jacksonville, FL, FL, 32204-2730 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's **Travel Form No. 300-000-01**. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/2018. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Urban Planning and Modal Administrator. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24.00 The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

City of Palatka

See attached Encumbrance Form for date of Funding
Approval by Comptroller

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

James M. Knight, P.E.
DEPARTMENT OF TRANSPORTATION

TITLE

Urban Planning and Modal Administrator

TITLE

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Palatka, 4015 Reid Street Palatka, FL 32177

referenced by the above Financial Project Number.

PROJECT LOCATION:

Palatka Municipal-Lt. Kay Larkin Field

PROJECT DESCRIPTION:

Remove obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree removal, administration, at Palatka Municipal Lt. Kay Larkin Field

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

- a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
- b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed,

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
 - a. Percentage Completed. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
 - b. Completed Tasks. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 6 month or
- No contract activity for 18 months

Financial Project No. 438052-1-94-16

Contract No. _____

Agreement Date _____

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and City of Palatka

4015 Reid Street Palatka, FL 32177

referenced by the above Financial Project Number.

I.	PROJECT COST:									\$62,500.00
<hr/>										
	TOTAL PROJECT COST:									\$62,500.00
II.	PARTICIPATION:									
	Maximum Federal Participation									
	FAA	(	0	%)	or	\$				0.00
	Agency Participation									
	In-Kind	(	0	%)	or	\$				0.00
	Cash	(		%)	or	\$				
	Other	(		%)	or	\$				
	Maximum Department Participation,									
	Primary									
	DPTO	(	100	%)	or	\$				62,500.00
	Federal Reimbursable	(		%)	or	\$				
	Local Reimbursable	(		%)	or	\$				
<hr/>										
	TOTAL PROJECT COST:									\$62,500.00

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

Financial Project No. 438052-1-94-16
Contract No. _____
Agreement Date _____

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Palatka
4015 Reid Street Palatka, FL 32177

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and Responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification: The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. Legal Authority: The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. Financial Authority: The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System

a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

- a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

- a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

6. Consistency with Local Government Plans

- a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.
- c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

- a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.
- b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:
 - (1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - (3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.
- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

- a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.
 - (1) The financial plan shall be a part of the Airport Master Plan.
 - (2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - (3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.
- b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

10. Fee and Rental Structure

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - (1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - (2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - (1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - (2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - (3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

15. Federal Funding Eligibility

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. Project Implementation

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

21. Planning Projects

For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.
 - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
 - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

For the purchase of real property, the Agency assures that it will:

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
 - (1) Maintain responsibility for all related contract letting and administrative procedures.
 - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

- (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - (5) Establish a project account for the purchase of the land.
 - (6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:
- (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
 - (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
 - (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
- (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - (2) Complete an Airport Master Plan within two years of land purchase.
 - (3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land:** For the disposal of real property the Agency assures that it will comply with the following:
- (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.
 - (2) Land shall be considered to be needed for airport purposes under this assurance if:
 - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
 - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
 - (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

(4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.

(5) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

EXHIBIT "D"

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.004	\$62,500.00
<u>Compliance Requirements</u>		

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

EXHIBIT "D"

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

EXHIBIT "D"

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

\$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No 2016-12-84 adopting a policy protecting the rights of individuals engaged in non-violent civil rights demonstrations and barring the restriction of access to locations or facilities which are the subject of such demonstrations

SUMMARY:

It is required of agencies participating in the HUD Urban CDBG to adopt a policy concerning the use of excessive force by law enforcement against individuals engaged in non-violent civil rights demonstrations and enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent demonstrations.

DEO is now starting to require local governments receiving new CDBG grants to pass a prohibition on use of excessive force resolution. This is for any new CDBG contracts and not for those grants currently under contract. Once the policy has been adopted, Fred Fox, our CDBG Grants Administrator, will forward the policy on to DEO and include it in our Grants Monitoring package.

RECOMMENDED ACTION:

Adopt the resolution adopting a policy pertaining to excessive use of force against individuals engaged in nonviolent civil rights demonstrations and restricting access to locations or facilities which are the subject of such demonstrations

ATTACHMENTS:

Description	Type
▫ Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	10/18/2016 - 1:06 PM
City Clerk	Driggers, Betsy	Approved	10/18/2016 - 1:06 PM

RESOLUTION 2016-12-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, REPEALING ALL RESOLUTIONS IN CONFLICT HERewith, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS United States Code 5304(a)(1)(1), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

WHEREAS, United States Code 5304(a)(1)(2), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, as follows:

1. Henceforth it is the policy of the CITY to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction with due and proper consideration given to the extent and limits of the CITY's power and authority to do so.
2. All other resolutions and policies or sections of resolutions and policies of the CITY in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.
3. If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

4. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 13th day of October, 2016.

CITY OF PALATKA

By: Terrill L. Hill, its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2016-12-85 awarding Airport Turf Mowing/Maintenance Bid to Frank Crabtree in the amount of \$54,000/year, and authorizing execution of a contract for services, per results of Invitation to Bid 2016-10

SUMMARY:

A committee of three consisting of the Public Works Director, Airport Manager and a member of the Airport Advisory Committee ranked the respondents to the Airport Turf Maintenance ITB #2016-10.

Five bids were received. Two bids were deemed non-responsive as they were not complete. Of the remaining three, the bid submitted by Franklin S. Crabtree in the amount of \$54,000/year, or \$4,500/month, was unanimously deemed the lowest and most responsive bid received.

Mr. Crabtree is the current contract holder at \$48,000/year. His contract expired October 1, 2016 but he agreed to extend it for one month in order to allow the City to complete the Invitation to Bid process.

RECOMMENDED ACTION:

Adopt a resolution awarding the Airport Turf Maintenance Bid (ITB #2016-10) to Franklin S. Crabtree based upon his bid in the amount of \$54,000/year (\$4,500/month) and authorize execution of a contract for services.

ATTACHMENTS:

Description	Type
▫ ITB Response Package	Attachment
▫ Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	10/20/2016 - 2:53 PM
City Clerk	Driggers, Betsy	Approved	10/20/2016 - 2:54 PM

RESOLUTION No. 2016-12-85

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AWARDING THE PALATKA MUNICIPAL AIRPORT TURF
MAINTENANCE BID TO FRANKLIN S. CRABTREE IN THE
AMOUNT OF \$54,000 PER YEAR, AND AUTHORIZING
EXECUTION OF ALL CONTRACT AGREEMENTS ASSOCIATED
WITH THIS BID AWARD.**

WHEREAS, on August 11, 2016, the City of Palatka (the **City**) advertised Invitation to Bid #2016-10 for the Palatka Municipal Airport Turf Maintenance, (the **Services**), and

WHEREAS, on Sept. 28, 2016 the **City** received and opened bids at 2:00 PM and following evaluation and scoring of the submissions received, the apparent lowest and most responsive bid was submitted by Franklin S. Crabtree in the amount of \$54,000/year, or \$4,500.00/month; and

WHEREAS, the **City** deems it reasonable and necessary to enter into an agreement with Franklin S. Crabtree, an Individual, for said **Services**.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida:

1. That the Palatka City Commission awards the Palatka Municipal Airport Turf Maintenance Bid to Franklin S. Crabtree in the amount of \$54,000/year (\$4,500.00/month)
2. That the City Manager and City Clerk are hereby authorized to execute and attest the Agreement in an amount not to exceed \$54,000 per year for Airport Turf Maintenance.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 27th day of October, 2016.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

City of Palatka
Bid Opening

Date Sept. 28, 2016

Job Title Turf Maintenance -- Airport/Cem/Pks/Ballfields

Opened by: Betsy Driggers

Dept./Engineer Public Works / Airport

Read by: Mathew Grigg

Bidder name/City/State	Acknowledge Addendums? #	Airport	Cemeteries & Parks	Ballfields	Total for All Cat.
1. Askey's Lawn service San Mateo, FL	Y	\$ 137,200.00	\$ 62,100	\$ 65,984 ball & parks	\$
2. Frank Crabtree Interlachen, FL	N	\$ 54,000	\$	\$	\$
3. Fla Landscapers Dr. Interlachen, FL	Y	\$ 78,000	\$	\$	\$
4. Mullis Lawn Maint	N	\$ 47,400	\$	\$	\$
5. Notes Hay & Lawn	Y	\$ 92,700	\$	\$ 70,511.36	\$
6. Sportscape Services La. Cross, FL	Y	\$	\$	\$ 49,140	\$
7.		\$	\$	\$	\$

Witnesses:

[Signature]
[Signature]

[Signature]
[Signature]

Point totals

	Mullis	Crabtree	Landscape Dr	Motes	Ashleys
Points	0	76	49	42	79
Bid Amount	47,400	54,000	78,000	92,700	137,200
	Non Compliant	#1	#2	Non Compliant	#3

PROFILE
OF
FRANKLIN S. CRABTREE

- I am a sole proprietor and I have farmed for the last 50 years.
- During my junior and senior year in high school I owned and operated a Turpentine operation.
- In 1951 I worked for the Glidden Paint Co. in Jacksonville.
- I was drafted into the Army during the Korean war and served 2 years.
- After the service I owned and operated a service station in Palatka at 4th and Reid St. till 1957.
- I got back into farming and also built a Feed Mill on my farm.
- In 1963 I took on the job of managing the Palatka Housing Authority. I stayed for 10 years. During this time I still continued to farm and also served as Bishop of the Church of Jesus Christ of Latter Day Saints.
- I left the PHA and moved to Ms., then AL where I continued to farm and ranch on 4,000 ac.
- I moved back to Palatka where I owned and operated 12,500 ac at Caravelle Ranch in Palatka for a cattle operation.
- In 1992 I contracted with the City of Palatka to plant hay on the Palatka Municipal Airport and maintain the grounds, which I have done up to the present time.

★ Franklin Crabtree
100 Bridle Dr
Interlachen FL 32148-7202







CITY OF PALATKA
201 N 2ND ST
PALATKA FL 32177-3735

* This receipt is only good for the location listed and may be subject to other conditions restrictions, and shall not be used to represent any level of qualification, certification or professional expertise.

IMPORTANT REMINDER: 6" 911 Numbers MUST be posted on building.

License : 3372.1
Business Name : CRABTREE, FRANKLIN S.
Location Addr : Outside City
Issue Date : 10/05/15
Expiration Dt : 09/30/16

Lic Nbr/Class :
251 ANY BUSINESS NOT COVERED ABOVE

* PLEASE DISPLAY IN A CONSPICUOUS LOCATION *

CRABTREE, FRANKLIN S.
100 BRIDLE DR
INTERLACHEN FL 32148-7202

Company References:

Palatka Municipal Airport mowing 24 years. Contact person John Youell
Contact Number 386-329-0148

Mowing the infields, hangers and terminal areas.

Pioneer Apartments- Mowing 8 apartments and all grounds work, every two weeks for the past 5 years. Contact person Jay Ginn. Contact number 386-325-4501

Personal character reference: Bill Herrington
7300 Crill Ave.
Palatka, Fl 32177 Phone 386-325-0055

Frank Bush Insurance Agency
1062 S SR 19, Ste #2, Palatka FL 32177

09/08/2016

City of Palatka, Kay Larkin Airport
Re: Franklin Crabtree

To Whom It May Concern,

Please be advised that Franklin Crabtree has vehicle insurance with Progressive American Insurance Co., Policy # 17538558. Upon him being awarded the bid for mowing at the airport for the City of Palatka, his liability limits will be increased to the required limits of \$500,000.

Also be advised as Mr. Crabtree is a sole proprietor, he is not eligible for workers comp. ins.

Sincerely,



Frank Bush
386-325-9468

Florida Automobile Insurance Identification Card

Insurer: Progressive American Insurance Co - 09412
Policy Number: 17538558
Effective Date: 09/07/2016
Expiration Date: 12/07/2016
 Personal Injury Protection
 Bodily Injury Liability
Benefits/Property Damage Liability
See policy and outline of coverage;
damage to a rental vehicle is covered
to the extent shown therein.

Named Insured(s):		Model	VIN
Franklin S Crabtree		2011 TOYOTA	1GCEV19Y5SE250925
Year	Make	Model	VIN
2011	CHEV COLE	2011 TOYOTA	JTDKX3DUG85305867

NAIC Number: 24252
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

Your Agent:
FRANK BUSH INS AGCY 1-386-325-9468

See claims reporting information on reverse side.
Misrepresentation of insurance is a first degree misdemeanor.

Agency No: 2079

Producer No: 00

Policy No: IGL 008848-7

Previous Policy No: IGL 008848-6

POLICY PERIOD: From 04/04/2016 To 04/04/2017

Term: 12 Months

at 12:01 A.M. Standard Time at your mailing address shown below.

NAMED INSURED AND ADDRESS	FRANK CRABTREE 100 BRIDLE DRIVE INTERLACHEN, FL 32148	AGENCY NAME AND ADDRESS	FRANK BUSH INS. AGY. 1062 SOUTH SR 19 SUITE 2 PALATKA, FL 32177
----------------------------------	---	--------------------------------	---

BUSINESS DESCRIPTION:	FORM OF BUSINESS:
GRASS MOWING	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Organization (Other than Partnership or Joint Venture)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART FOR WHICH IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Auto/Garage Coverage Part	\$ No Coverage
Commercial Crime Coverage Part	\$ No Coverage
Commercial General Liability Coverage Part	\$ 650.00
Commercial Inland Marine Coverage Part	\$ No Coverage
Commercial Professional Liability Coverage Part	\$ No Coverage
Commercial Property Coverage Part	\$ No Coverage
Personal Liability Coverage Part	\$ No Coverage
Premium Total	\$ 650.00
Other Charges (Policy Fee)	\$ 25.00

Audit Period: Annual unless otherwise stated:

TOTAL \$ 675.00

Form and Endorsements: See AR Forms (05/05)

Countersigned: 4/5/2016 By 
Date Authorized Representative

American Reliable Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Home Office:
8655 Via De Ventura
Scottsdale, AZ 85258

Policy No: IGL 008848-7

Effective Date: 04/04/2016 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS
NAMED INSURED: FRANK CRABTREE

LIMITS OF INSURANCE	
General Aggregate Limit (Other Than Products - Completed Operations)	\$ 1,000,000
Products - Completed Operations Aggregate Limit	INCL IN GEN AGGREGATE
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Fire Damage Limit	\$ 100,000 Any One Fire
Medical Expense Limit	\$ 5,000 Any One Person

RETROACTIVE DATE (CG 00 02 only)
Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here: NONE
(Enter Date or "None" if no Retroactive Date applies)

BUSINESS INFORMATION
Location(s) (Including Zip Code) of All Premises You Own, Rent or Occupy (Enter "same" if same location as your mailing address):
100 BRIDLE DRIVE INTERLACHEN, FL 32148
Your Interest in Such Premises: Owner Lessee Tenant Other: 1

PREMIUM (Premium shown is payable at inception)

Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other
Landscaping / Gardening **	97047	\$ 16,700	INCL	\$ 13.471	INCL	\$ 650
--- COVERAGE IS LIMITED TO THESE CLASSIFICATIONS --- --- THERE IS NO COVERAGE FOR ANY OTHER CLASSIFICATION ---			Total Advance <i>Minimum Prem</i>		\$ 650.00	
			Fully Earned Policy Fee		\$ 25.00	
			Total		\$ 675.00	

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in this policy)
See AR Forms (05/05)

*Entry optional if shown in Common Policy Declarations.

Countersigned By:



Authorized Representative

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.
Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1982, 1984

CG 70 01 11 04

TO; City of Palatka
201 North 2nd St..
Palatka, Fl 32177

Attn: Betsy Driggers City Clerk

FROM: Franklin S. Crabtree
100 Bridle Dr.
Interlachen, Fl 32148

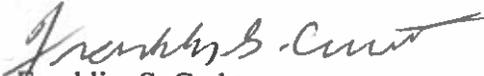
We have no E Mail address.

I hereby wish to register to bid on the Palatka Municipal Airport turf mowing contract.

I do business as a sole proprietor under the name of Franklin S. Crabtree. My address is 100 Bridle Drive, Interlachen, Fl 32148. Home phone number is 386-684-1937. My cell phone number is 386-972-3272.

It is my understanding that there will be a pre bid conference at the airport conference room at 10:00 a.m. on the 25th of August. I also further understand that the deadline for the submitting of bids and for the opening of bids is September 12, 2016 at 2:30 p.m.

Respectively Submitted,


Franklin S. Crabtree

FSC/mc



Invitation to Bid (ITB)

ITB NO. 2016-10

PALATKA MUNICIPAL AIRPORT AIRFIELD TURF MAINTENANCE

The City of Palatka hereby requests bids from responsible firms for airfield turf maintenance at Palatka Municipal airport. The City shall select the lowest and most responsive bid.

The City reserves the right to enter into agreements with multiple respondents, waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the City. All interested parties must register by email to the ITB contact their name, email address, address and telephone number to receive any future changes, additions, addendums or notices concerning this ITB.

Advertisement Date: August 11, 2016

Pre-Bid Meeting: Aug. 25th, 2016 @ 10:00 A.M. (Airport Terminal Bldg. Conference Room)

Bid Due Date/Time: Monday, Sept. 12 th, 2016 @ 2:30 p.m.

Point of Contact: John Youell, Manager Palatka Municipal Airport
4015 Reid St
Palatka, FL 32177
jyouell@palatka-fl.gov
(386) 329-0148

Respondents are required to submit one (1) original and one (1) copy in a sealed envelope marked "RESPONSE TO PALATKA ITB 2016-10". All questions shall be directed to the contact listed above and, all questions will be answered in writing. To facilitate effective evaluation by the City, responses shall be limited to no more than a total of forty (40) pages. Forms required by this ITB, sectional dividers, and front and back covers will not be counted toward the total. All materials

submitted pursuant to this ITB shall become the property of the City of Palatka. The City of Palatka supports Equal Opportunity Employment, Fair Housing and Providing Handicapped Access.

The bid must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number and ITB title-number and delivered to:

City of Palatka
Attn: Betsy Driggers, City Clerk
201 North Second Street
Palatka, FL 32177

Hand-carried and express mail proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., local time, Monday through Friday, excluding holidays observed by the City.

Respondents are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 2:30 p.m. (local time) Monday, September 12th, 2016 **will not be considered** and will be returned unopened. The City reserves the right to reject any and all submittals received in response to this ITB if determined to be in the best interests of the City. The City may not award an agreement(s) solely on the basis of this ITB and will not pay for the information solicited or obtained. Any information obtained may be used to determine the suitability of the proposal.

Proposals must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to the proposal. In the absence of a corporate seal, the Proposal must be notarized by a Notary Public.

Non-acceptance of any proposal will not imply any criticism of the proposal or convey any implication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City. All material submitted in response to the ITB becomes the property of the City and will be returned only at the option of the City.

Costs for developing proposals in response to this ITB are entirely the obligation of the respondent and shall not be chargeable in any manner to the City. Explanations desired by the submitter(s) regarding the meaning or interpretation of this ITB must be obtained from the contact person, in writing via email, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process City officials or employees. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Palatka and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-

making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

TABLE OF CONTENTS

- I. Statement of Intent
- II. Term
- III. Definitions
- IV. Scope of Services/Specifications
- V. General Conditions
- VI. Submittal Requirements
- VII. Late Proposals, Modifications, and Withdrawals
- VIII. ITB Postponement/Cancellation/Waiver of Irregularities
- IX. Rights of Appeal
- X. Laws and Regulations

Attachment A – Proposer’s Certification

Attachment B – Public Entity Crimes

Attachment C – Drug Free Workplace Certification

Attachment D – Bid Form

Attachment E – Maintenance Areas Exhibit

THIS SECTION NOT USED

I. STATEMENT OF INTENT

i. The City of Palatka is interested in obtaining bids from qualified Contractors, for the purpose of providing turf maintenance services at Palatka Municipal Airport. The work consists of providing all labor, equipment and tools necessary to maintain airport vegetation for both the airside operations and general public side of the airport. Standards to be acceptable as outlined by the City and Federal Aviation Administration standards for minimizing wildlife hazards to aircraft. See Paragraph IV below for scope and details for required work.

II. TERM

- i. **Contract Term:** The term of this Agreement shall be for a three (3) year period commencing on October 1, 2016 and running through September 30, 2019.
- ii. **Renewal Term And Compensation:** Upon favorable review of contractor's performance during the initial three year term of the contract the City, reserves the right to offer an additional two year extension to the agreement. The City's offer will be provided to the contractor, in writing, 30 days prior to the end of the contract. Should the City and Contractor agree to the extension, both parties may renegotiate for a higher or lower rate of compensation. Any change in compensation will be based on a comparison between the cost of doing business at the end of the contract with that at the beginning of the contract with figures derived from fluctuations in the US Department of Labor's *Consumer Price Index* (CPI) for the Gainesville, FL district.

III. DEFINITIONS

- i. FAA: Federal Aviation Administration
- ii. FDOT: Florida Department of Transportation
- iii. Runway: Paved or turf surface, numerically oriented to the 360 degree compass rose of sufficient length to facilitate takeoff and landing of aircraft. For the purpose of this contract, definition to include additional pavement at the end of each official runway.
- iv. Taxiway: Paved surface used to facilitate aircraft taxiing to or from runway.
- v. Taxi Lane: Narrow paved surface used to facilitate aircraft taxi to or from taxiway normally associated with aircraft hangar facilities.
- vi. Airport: A complex of runways and buildings for the takeoff, landing, and maintenance of civil aircraft, with facilities for passengers
- vii. Air-Side: Fenced in area of airport that encompasses all ground operations associated with the movement of aircraft.
- viii. Public Side: Portion of airport generally associated with "non flying" public activity such as picking-up or dropping-off passengers (usually not fenced in).
- ix. Airfield Operation Area (AOA): Fenced in area of "Air Side" portion of airport.
- x. Notice to Airmen: Official information distribution system established for disseminating information on activity such as airfield construction and mowing to the aviation community, nationwide.
- xi. FAA Advisory Circular 150/5200-33B: A publication produced by the FAA that provides information on airfield maintenance relating to minimizing wildlife hazards.

- xii. **Operational Mowing:** Mowing performed in the Area of Operation (AOA) near runways, taxiways and taxi lanes.
- xiii. **Appearance Mowing:** Mowing performed in high visibility areas near buildings, hangars, and other select areas of the airport. The objective is to keep facilities neat in appearance and not wildlife control as with mowing in the AOA. (Note* The Skydive Palatka facility is not included in appearance mowing requirement.)
- xiv. **Debris & Litter:** Objects that are unsightly or present obstacles to mowing and other grounds maintenance operations including but not limited to, rocks in lawn areas, wind and storm damage items; paper, glass, trash, or debris deposited or blown onto the sites; palm fronds and tree limbs; and illegally posted signs within the public rights-of-way, are to be removed by Contractor, at Contractor's expense.
- xv. **MSDS:** Material Safety Data Sheet
- xvi. **OSHA:** Occupational Safety and Health Administration
- xvii. **Safety:** Freedom from the occurrence or risk of injury, danger, or loss.
- xviii. **Scope of Work:** The work under this Agreement shall consist of the supervision, materials, equipment, labor and all other items necessary to complete said work.

IV. SCOPE OF SERVICES / SPECIFICATIONS

- i. **General Statement of Contractor's Obligations:** Contractor hereby agrees to provide mowing and weed-eating maintenance services in accordance with specifications set forth herein to the City of Palatka at Palatka Municipal Airport.

SCOPE of WORK

- ii. **Mowing:**
 - i. **Operational Mowing:** Mowing performed within the vast majority of the Airfield Operation Area (AOA). Specification calls for grass length to be maintained between 7 and 15 inches. Depending on quantity of rain received throughout the year, the task usually requires mowing 9-10 times per year. (See attachment E for diagram of the specific area.)
 - ii. **Taxiway Light Specs:** Grass length within 6 ft. of taxiway lights is to be maintained no higher than 8 inches and usually requires to be mowed 16-18 times per year depending on quantity and frequency of rain received throughout the year.
 - iii. **Appearance Mowing:** Mowing to be accomplished in vicinity of airport facilities requiring neater appearance than the Operational Mowing Area. (see attachment E for specific areas and facilities). Grass length in the Appearance Mowing area is to be maintained no higher than 6 inches. This job usually requires mowing every two weeks during the height of the growing season.
 - iv. **Weed-Eating:** Weed-eating, or trimming, is to be accomplished in the Appearance Mowing Area and should complement the Mowing that is done in the same area (see attachment E for the specific areas and facilities). Work will require trimming around building and hangar foundations, sidewalks, fences, roads and curbs. It is to be accomplished at the same time interval as grass mowing unless coordinated otherwise with Airport Manager.
 - v. **Ditch Mowing:** Mowing in ditches is to be done as close to the waterline as safety will allow.

- vi. **Retention Ponds/Areas:** Whenever the basins are dry enough to perform mowing, retention ponds/areas are to be mowed in line with regular scheduled mowing. Past experience has shown that wet conditions only allow these areas to be mowed about 5 or 6 times per year.

CONTRACTOR SPECIFICATIONS

- vii. **Coordination of Work:** All mowing in the Airport Operations Area must be coordinated with airport personnel who will determine if a "Notice to Airmen" is required for work being performed on any particular day.
- viii. **Cleaning of Runways, Taxiways and Parking Aprons:** If, during mowing operations, grass and / or debris gets deposited onto runways, taxiways or parking aprons, such that it presents potential problems for aircraft, the contractor is responsible for immediate removal of grass and/or debris. Removal, involving runway contamination may require involvement of airport personnel to notify aircraft that the contractor will temporarily be out on the runway.
- ix. **Damage to Airfield Assets:** Damage to airfield lighting, signage etc. must be immediately reported to airport personnel to evaluate if there has been any hazard to aircraft created as a result of the damage. If negligence is found to be the reason for the damage the contractor will be responsible for the cost to repair the equipment.
- x. All mowing equipment must be equipped with safety devices to prevent the discharge of projectiles into the air that could injure personnel or damage aircraft.
- xi. Excess clippings shall be removed from turf areas, roadways and sidewalks and may be spread out as appropriate along turf provided they do not cause an unsightly appearance as determined by the City or restrict the regeneration of the turf below. The Contractor shall be responsible for the removal, transport and disposal of any excess clippings.
- xii. Mowing will not be done when weather or conditions that will result in damaged turf (i.e. ruts) or uneven cutting.
- xiii. Turf shall never be scalped in an effort to slow growth of grass.
 - i. Chemical Edging: Chemicals are not to be used in place of weed-eating unless approved by Airport Manager or City officials. All work involving the use of chemicals shall be in compliance with all governing regulations: federal, state and local, and will be accomplished by or under the direction of a person holding a valid Florida Certified Pesticide Applicators License.
 - ii. Safety Data Sheets (SDS) for all proposed chemicals to include, commercial name, application rates and type of usage shall be submitted to the City designee for approval at the beginning of this Agreement. All proposed chemicals shall be approved by the Florida Department of Agriculture. No work shall begin until written approval of use is obtained from the City designee. Records must be kept and retained as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
- xiv. Contractor is responsible for replacement of any damaged sod or other vegetation at Contractor's cost and City shall not be financially responsible for replacement of damaged vegetation by Contractor. If replacement is not

complete within one week of written notification, City may replace and deduct the cost of replacement from the next monthly payment application.

- xv. **Blowing:** All hard surfaces including: aircraft parking aprons, taxi lanes, automobile parking areas and sidewalks shall be blown clean of grass clippings, dirt and other debris after mowing. Under certain circumstances runways & taxiways are to also be blown clean immediately following mowing.

V. GENERAL CONDITIONS

- i. **Damage to Public and/or Private Property:** Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.
- ii. **Vehicles and Equipment:** Contractor, at its sole cost and expense, shall furnish and maintain all vehicles and equipment as necessary to perform the work in an acceptable manner to the City and at a satisfactory rate of progress.
- iii. **Compliance with Laws:** Contractor, its officers, agents, employees, and contractors, shall abide by and comply with all Federal, state and local laws. It is agreed and understood that if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then Contractor shall immediately desist from and correct such violation. If Contractor is in violation of any law, Contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.
- iv. **Indemnity:** Contractor shall indemnify, defend and hold City and its employees harmless from any and all liability, claims, causes of action, judgments or penalties in any way related to the actions or omissions, its activities and those of its employees, subcontractors and agents pursuant to or related to this agreement. Nothing herein shall constitute a waiver of the City's sovereign immunity.
- v. **Insurance:** Contractor shall provide the City with proof of adequate (in the opinion of City) workers compensation insurance. Workers compensation insurance shall include in addition to any other requirements, coverage for class codes 0042, 9102. Contractor shall procure and keep in force general liability insurance in the amount of \$1,000,000 with the City as an additional insured. The insurance policy shall require thirty (30) days notice to City in the event of cancellation, alteration or termination. The City shall receive current copies of the certificate of insurance. All vehicles used by Contractor shall have liability insurance in the minimum amount of \$500,000 per incident. Contractor shall procure and keep in force any other insurance that may be required by any other federal, state, or local governmental entities having jurisdiction.
- vi. **Performance and Termination:** Failure on the part of the Contractor to comply with the conditions, terms, specifications and requirement of the bid shall be just cause for the cancellation of the contract. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

With thirty (30) calendar days written notice, delivered by certified mail (return receipt requested) to the contractor the CITY may, without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the CITY

determines that such termination is in the best interest of the CITY. The Contractor shall promptly discontinue all work at that time in compliance with the notice of termination.

- vii. **Payment:** Payment will be made after the services have been completed, accepted, and properly invoiced. Invoices must include the project name, purchase order number and maintenance report. The City has up to thirty (30) days to review, approve and pay all invoices after receipt.
- viii. **Employees:** Employees of the Contractor shall at all times be under its sole direction and not an employee or agent of the City. The contractor shall supply competent and physically capable employees. The City may require the contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the City or without any increase in contract price. Contractor shall be responsible to the City for the acts and omissions of all employees working under its directions.
- ix. **Site Inspection:** It shall be the responsibility of the Bidder to inspect the site before submission of bids. A pre-bid meeting will be held in the airport terminal building conference room on Thursday, August 25th at 10:00 A.M. to assist bidders with additional details concerning the contract. A tour of the airfield will be conducted as part of the meeting to further assist bidders in preparing bids. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of this contract will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder. Omission of any essential details from these specifications will not relieve the Contractor of supplying such product(s) and/or service(s) as specified.

VI. SUBMITTAL REQUIREMENTS

Proposal to be provided in the order below:

- i. **Bid Form Attachment D**
- ii. **Company profile: (20 page limit)**
 - a. Number of years the firm has been in business
 - b. A complete list of staff and brief description of experience
 - c. Pictures of equipment to be used including but not limited to:
 - i. mowers
 - ii. vehicles
 - iii. trailers
 - iv. sprayers
 - v. weed eaters
 - vi. edgers; and
 - d. Copies of licenses
- iii. **References:** A minimum of three (3) references from previous clients. Include the name of the organization, brief description of the work performed, name of contact person and telephone number.
- iv. **Proof of insurance**
 - a. Workers compensation

- b. General Liability
- c. Automotive insurance
- v. **Proposers Certification - Attachment A**
- vi. **Public Entity Crimes Statement - Attachment B**
- vii. **Drug Free Work Place Certification - Attachment C**

Bidders that do not comply with all the above instructions or do not include all the requested data may not be considered.

VII. LATE PROPOSALS, MODIFICATIONS AND WITHDRAWALS

Bids received after the Due Date and Time are late and will not be considered. Modifications received after the Due Date and Time are also late and will not be considered. Any submission may be withdrawn up until the date and time for deadline of the submissions. Any submission not so withdrawn shall, upon the deadline passing, constitute an irrevocable offer for a period of sixty (60) days to the City of Palatka or until one or more of the submissions are accepted by the City of Palatka.

VIII. BID POSTPONMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all bids; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB or in the proposals received as a result of this ITB.

IX. RIGHTS OF APPEAL

Participants in the ITB solicitation may protest ITB specifications in accordance with any applicable portions of the City of Palatka Code of Ordinances.

X. LAWS AND REGULATIONS

Bidders shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered. The proposals shall comply with the City's Comprehensive Plan, Land Development Code, Building Code and other applicable regulatory requirements.

THIS SECTION NOT USED

ATTACHMENT "A"

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

The undersigned has read the City of Palatka's Invitation to Bid (ITB) for the Palatka Municipal Airport Turf Maintenance Contract, the other related documents identified in the ITB, and any Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No. if Applicable</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

On behalf of our proposal team, we agree to and accept the terms, specific limitations and conditions expressed therein. I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of my team as its act and deed and that the team is ready, willing and able to perform.

FRANKLIN S. CRABTREE
 Name (Print)

[Signature]
 Signature

 Date:

STATE OF FLORIDA
 COUNTY OF Putnam

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 5th day of September, 2016, and is personally known to me, or has provided _____ as identification.



[Signature]
 Notary Public
 My Commission expires:

ATTACHMENT "B"

CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A),
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for PALATKA MUNICIPAL AIRPORT AIRFIELD TURF MAINTENANCE
2. This sworn statement is submitted by (entity) FRANKLIN S. CRABTREE whose business address is 100 RAJDLER DR. INTERLACHEN, FL 32148 and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: 9514 .)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

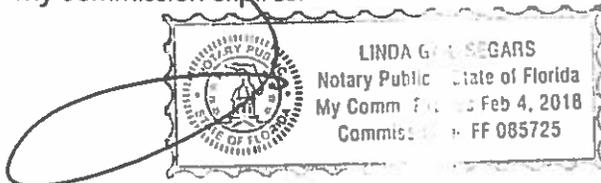
FRANKLIN S. CRABTREE
Name (Print)

[Signature]
Signature Date:

STATE OF FLORIDA
COUNTY OF Putnam

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8th day of September, 2016, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires:



THIS SECTION NOT USED

ATTACHMENT "C"

CITY OF PALATKA

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction, require a fine or require satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: FRANKLIN S. CRABTREE - Sole Proprietor
CITY: INTERLACHEN STATE: FL ZIP CODE: 32148
TELEPHONE NUMBER(S): 386-684-1937
SIGNATURE: Franklin S. Crabtree
NAME (TYPED OR PRINTED): FRANKLIN S. CRABTREE TITLE: OWNER
EMAIL: NONE

ATTACHMENT "D"

BID FORM

Location/Description

Bid Price

Palatka Municipal Airport

Airport Turf Maintenance Contract

Year

TOTAL \$54,000.00 Per

To: Palatka Municipal Airport
John Youell

From: Franklin S. Crabtree

This September 28, 2016, I Franklin S. Crabtree, sole proprietor do Submit this bid for the turf mowing and grounds maint. for the Airport. I have read the bid proposal number 2016-10 and I understand the scope of the work and the requirements here in. I submit my bid for \$54,000.00 a year or \$4,500.00 a month.

Franklin S. Crabtree

ATTACHMENT "E"
MAINTENANCE AREAS EXHIBIT



ADDENDUM NO. 1

Date: September 9, 2016

Project: ITB-2016-10 – Palatka Municipal Airport Airfield Turf Maintenance

Contact: City of Palatka
Attn.: John Youell
4015 Reid Street
Palatka, FL 32177

Owner: City of Palatka

To: Prospective Respondents

This Addendum forms a part of the Contract Documents and modifies the original ITB Documents, as noted below.

This Addendum consists of ten (10) pages.

CHANGES TO THE RFQ DOCUMENTS:

The due date is changed to 2:00 pm on September 28, 2016.

A non-mandatory pre-bid is scheduled for September 19, 2016 at 10:00 am at City Hall 201 North Second Street, Palatka FL 32177.

A non-mandatory airfield site-visit is scheduled for September 19, 2016 at 11:00 am or immediately following the conclusion of the pre-bid meeting.

The following locations are hereby added to bid 2016-10:

- Booker Park
- Riverfront Park
- Fred Green Park
- Forrester Field
- Shaw Buck Recreation Area
- Oak Hill East Cemetery
- Oak Hill West Cemetery
- Westview Cemetery

Bidders may elect to submit bids for either and/or both the original Airport bid and/or the new locations listed above. The City reserves the right to award separate contracts for the turf maintenance of the Airfield and the new areas listed above.

Bidders are instructed to use Attachment F “Bid Form 2” for the above listed areas and the original Attachment D “Bid Form” for the Airfield. Attachment E is hereby amended to include the exhibit areas for the additional maintenance areas.

For all of the new above listed maintenance areas the turf scope of services and specifications listed below shall apply. These shall not apply to the airfield bid area.

SCOPE OF SERVICES/SPECIFICATIONS

i. **Mowing:**

- i. Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass.
- ii. All mowing equipment must be equipped with adjustable and functional discharge chutes. Discharge chutes shall be angled downward as necessary to prevent the discharge of clippings or other generated debris into pedestrian areas, roadways, or other areas that may cause damage or injury to persons or property. Discharge chutes shall be adjusted downward at a minimum 35 degree angle from horizontal when conducting mowing operations along medians and roadway edges.
- iii. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
- iv. All mower blades are to be sharp enough to cut, rather than to tear grass blades.
- v. All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades.
- vi. Mowing will be done carefully so as not to damage tree bark, tree supports or shrubs, intrude into ground cover beds, damage sodded berms, sprinkler heads, valves, manifolds, time clocks, curbs, or other items within or adjacent to the maintenance area.
- vii. Grass clippings or debris caused by mowing or trimming shall be removed from adjacent walks, streets, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a storm water inlet/catch basin(s) nor be allowed to enter into any inlet, catch basin or body of water. Failure to follow these requirements may result in termination of the Agreement.
- viii. Mowing will not be done when weather or conditions will result in damaged turf or uneven cutting. Mowing patterns shall vary to avoid rutting and damaging turf.
- ix. Turf shall never be cut more than 1/3 off the top growth or approximately one (1) inch at any mowing. The mowing heights and methods are as follows:
- x.

Grass	Mowing Height (inches)	Mower Type
Bermuda grass	0.5-1.5	Reel mower
Bahia grass	2-3"	Rotary mower
St. Augustine grass	2.5-3.5"	Rotary
Centipede grass	1.5-2.0	Rotary

Zoysia grass	2.0-2.5	Rotary
--------------	---------	--------

- xi. Excess clippings shall be removed from turf areas, roadways and sidewalks and may be spread out as appropriate along turf provided they do not cause an unsightly appearance as determined by the City or restrict the regeneration of the turf below. The Contractor shall be responsible for the removal, transport and disposal of any excess clippings.
- ii. **Turf:**
 - i. All turf areas are to be 95 % weed free, 95% established and 100% free of turf damaging or nuisance insects. For the purposes of this assessment a 10' x 10' area shall be used.
- iii. **Mowing Frequencies:**

All turf areas shall be mowed one (1) time per week during the growing season or at a minimum frequency to maintain the desired height as specified herein. Even if mowing is not required the contractor is expected to monitor the maintenance areas on a reoccurring basis to ensure that all other requirements specified herein area adhered to.
- iv. **Trimming, Edging and Blowing:**
 - i. **Trimming:** Grass shall be trimmed during, or as an immediate operation following, mowing. Trimming may be accomplished by hand or hand fish line) cutting machines. Grass will be power sheared or rotary nylon trimmed at the same height as adjacent turf is mowed, and as needed to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians. Berms shall be trimmed with a small trim mower only. Contractor shall use special care when trimming around trees to limit damage to bark surface and/or the living cambium layer beneath, and when trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.
 - ii. **Edging:** Mechanical edging of all turf edges abutting sidewalks, and flush paved surfaces, including all road curbs, drives, etc., will be done during or as an immediate operation following the mowing for the cycle as follows: turf will be edged approximately eighteen (18) inches outside and around all trees that are in lawn areas, or as directed by City designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather than "trimming" is directed) shall be edged with a manual or mechanical edger to a neat vertical uniform line. Edging and trimming is to be done every time an area is mowed. All hard surface edges shall be visible, free of dirt and overgrowth. The contractor shall at a minimum visit each facility every two (2) weeks to ensure this specification is adhered to.
Dirt and debris produced by edging or trimming will be removed and swept from adjacent hard surfaces including but not limited to roadways, sidewalks, and trails during or as an immediate operation following the mowing.
Athletic clay areas shall be kept edged with a mechanical edger.

- iii. Chemical Edging: Chemical application may be used as an alternative to mechanical edging to kill weeds and trim in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, and cement medians (concrete divider isles). Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to three (3) inches on either side of the application line.

Contractor is responsible for replacement of all damaged sod at Contractor's cost and City shall not be financially responsible for replacement of sod damaged by Contractor. If sod replacement is not complete within one week of written notification, City may replace and deduct the cost of replacement from the next monthly payment application.

Athletic clay areas shall be kept weed free with spot chemical applications.

- iv. Blowing: All hard surfaces (i.e. streets, parking areas walks, paths, patios, dugouts, etc.) shall be kept free of dirt, clippings, leaves and other debris. The contractor shall at a minimum visit each facility every two (2) weeks to ensure this specification is adhered to.

v. **Weed Control - Landscape Maintenance Weed Control:**

- i. One (1) blanket application of pre-emergent herbicide shall be made to all areas.
- ii. Post-emergent herbicides shall be applied as necessary to control and eliminate broad leaf, sedges and grass weeds in all turf areas.
- iii. Weeds are to be mechanically or chemically removed from walkways, walkway cracks, walkway/curb gutter expansion joints, pavers and along fence lines.
- iv. Contractor may use contact herbicides for killing spots of weeds in turf areas with written permission.

vi. **Turf Fertilization:**

- i. Turf Fertilization: Fertilization of turf areas will be by identification and diagnosis and application of appropriate treatment as needed upon written authorization of the City. The Contractor shall at a minimum:
 - 1. Athletic Fields: A minimum of ten (10) fertilizer applications, two (2) of which shall be complete slow release granular fertilizers. Liquid fertilizers shall be used monthly to maintain color and vigor.
 - 2. Common Recreation Areas: A minimum of four (4) fertilizer applications two (2) of which shall be complete slow release granular fertilizers. Liquid fertilizers shall be used monthly to maintain color and vigor.
- ii. Turf Weed Control: Weed control in turf areas will be by identification and diagnosis and application of appropriate treatment as needed upon written authorization of the City.

- iii. **Fire Ant and Mole Cricket Control:** An annual application of Topchoice or equal shall be applied to all areas. The Contractor shall spot treat Fire Ants as necessary.
 - iv. **Disease Control:** Disease control in turf and shrub areas will be by identification and diagnosis and application of appropriate treatment as needed upon written authorization of the City.
- vii. **Litter and Debris Control:**
- i. The City shall be responsible for tree trimming. The Contractor shall be responsible for the removal and disposal of limbs, fronds and moss that fall to the ground naturally.
 - ii. Litter removal from turf areas and plant beds and designated right-of-way areas shall be completed prior to each mowing operation in the same day.
 - iii. Litter is to be removed entirely from the sites and disposed of at Contractor's expense (no dumping on City property shall be permitted).
 - iv. The City retains the right to request debris removal upon a finding by City staff that such services are necessary.
- viii. **Use of Chemicals:**
- i. Chemicals shall only be applied by or under the supervision of those persons possessing a valid Florida Certified Pesticide Applicators License. Applications shall be in strict accordance with all governing regulations. All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by or under the direction of a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.
MSDS sheets for all proposed chemicals to include, commercial name, application rates and type of usage shall be submitted to the City designee for approval at the beginning of this Agreement. All proposed chemicals shall be approved by the Florida Department of Agriculture. No work shall begin until written approval of use is obtained from the City designee.
Records must be kept and retained as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
 - ii. The use of a growth regulator is permitted.
 - iii. Chemicals shall be applied when air current is still and using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.
 - iv. Any soil, sod or plants contaminated or damaged by misuse of chemicals on the sites will be removed and replaced, with such removal and replacement cost paid for by Contractor.

**ATTACHMENT "F"
BID FORM 2**

<u>Location/Description</u>	<u>Unit</u>	<u>Price</u>	<u>Annual Cost</u>
Booker Park			
Athletic Field Bahia Grass	LS/month	\$ _____	\$ <u>NO Bid</u>
Common Areas (all other turf areas)	LS/month	\$ _____	\$ _____
Riverfront Park			
	LS/month	\$ _____	\$ _____
Fred Green Park			
Athletic Field Bermuda Grass	LS/month	\$ _____	\$ _____
Common Areas (all other turf areas)	LS/month	\$ _____	\$ _____
Forrester Field			
Athletic Field Bermuda Grass	LS/month	\$ _____	\$ _____
Common Areas (all other turf areas)	LS/month	\$ _____	\$ _____
Shaw Buck Recreation Area			
Athletic Field Bermuda Grass	LS/month	\$ _____	\$ _____
Common Areas (all other turf areas)	LS/month	\$ _____	\$ _____
			TOTAL \$ <u>NO Bid</u>

*All prices shall be lump sum (LS). Alternates are presented so the City shall have the option to consider phasing in the establishment of Bermuda grass.

ATTACHMENT "E"
MAINTENANCE AREAS EXHIBIT
BOOKER PARK
701 North 10th Street



RIVERFRONT PARK
301 River Street



ATTACHMENT "E"
MAINTENANCE AREAS EXHIBIT
FRED GREEN PARK
400 Main Street



SHAW BUCK RECREATION AREA
207 Saylor Street



ATTACHMENT "E"
MAINTENANCE AREAS EXHIBIT
FORRESTER FIELD
1325 Moseley Avenue



OAK HILL WEST CEMETERY
712 S Palm Avenue



ATTACHMENT "E"
MAINTENANCE AREAS EXHIBIT
OAK HILL EAST CEMETERY
2900 Crill Avenue



WESTVIEW CEMETERY
317 Osceola Street



ADDENDUM NO. 2

Date: September 16, 2016

Project: ITB-2016-10 – Palatka Municipal Airport Airfield Turf Maintenance

Contact: City of Palatka
Attn.: John Youell
4015 Reid Street
Palatka, FL 32177

Owner: City of Palatka

To: Prospective Respondents

This Addendum forms a part of the Contract Documents and modifies the original ITB Documents, as noted below.

This Addendum consists of ten (4) pages including the attachment.

CHANGES TO THE RFQ DOCUMENTS:

Bidders may submit for any and or all turf areas. The turf maintenance areas shall be broken up as follows:

- Airport
- Cemeteries and Parks Common Areas
- Athletic Field Maintenance

The City reserves the right to award athletic field turf maintenance, common area maintenance and airfield turf maintenance separately.

QUESTIONS:

Q: Can we receive a copy of the current contract and its pricing?

A: The airfield maintenance contract is attached for your reference. The other areas are currently maintained by the City and no contracts exist for these areas.

Q: Who is the current contractor for the Air Fields and the sites listed on the attachment?

A: Frank Crabtree is the current contractor for the airfield maintenance. There is not a current contractor for the other areas.

Q: Are subcontractors allowed?

A: Yes

Q: For clarification, weekly mowing is required for all of the addendum sites, and the air field is basically on a monthly service except for around the main area correct?

A: Contractors shall base their bid on the following frequency and number of visits annually:

- Athletic Fields – 65 mows twice per week during growing season and once per week during non-growing season.
- Common Areas – 40 mows weekly during growing season
- Cemeteries – 40 mows weekly during growing season
- Airfield – Please refer to the Invitation to Bid for frequency and mowing height specifications.

Q: How are bidders to coordinate mowing times for cemeteries, parks and athletic fields?

A: The selected bidder(s) will be responsible for coordinating with the City of Palatka Public Works so as to not conflict with any scheduled funerals, park activities, special events or facility rentals. All mowing shall be done during daylight hours.

Q: Is the reuse spray field at the airport to be included in the bid?

A: Bidders shall follow the instructions as outlined in the original bid. These areas are not part of the maintenance area.

Q: What is the City's payment policy?

A: Net 30

Q: What Ballfields have Bermuda grass and require the use of a reel mower?

A: Fred Green, Shaw Buck and Forrester Fields

Q: How many acres of "operational mowing" and how many acres of "appearance mowing" are there at the airport?

A: Three hundred and fifty five (355) acres operational mowing and 34 acres of appearance mowing.

Q: What is the "Growing Season" at the airport?

A: Generally from March-November

PALATKA MUNICIPAL AIRPORT GROUNDS AGREEMENT

THIS GROUNDS MAINTENANCE AGREEMENT, made this 1st day of October, 2011,
By and between the CITY OF PALATKA, FLORIDA and [REDACTED]

I, [REDACTED], will enter into a contractual agreement with the City of Palatka, Florida, Palatka Municipal Airport, to provide mowing services for the airport grounds under the following terms and conditions.

1. This agreement is for a period of five (5) years, commencing on 1 October, 2011, with the option for up to a five (5) year extension, with the mutual consent by both parties at the end of this agreement. In case of death or disability of [REDACTED], his heirs shall have the right to continue this agreement. It is expressly conveyed that in the event of death or disability of [REDACTED] and the heirs continue this agreement, the City shall retain the right of cancellation if it is the opinion of the City the heirs are not satisfactorily performing any and all of the elements of the Agreement.
2. All grasses on the airport shall be cut, trimmed, and kept in a manner acceptable to airport standards, (no longer than eight (8) inches, weather permitting for it to be cut, also ground conditions permitting.) An exception to this requirement shall apply to those areas actively cultivated by [REDACTED] for the purpose of commercial hay production, sod or hay forage crops that shall become his property. In addition, [REDACTED] agrees to remove, in a timely fashion, all hay bales and/or any other harvested crops while staged on airport grounds awaiting removal from airport property shall be kept in a manner consistent with airport clearance guidelines from active runways and taxiways and not interfere with airport operations.
3. The areas of grass cutting shall include: all areas adjacent to runways, taxiways, aprons and over-runs to include the over-run area East of Moody Road, also, all areas within the property fence line of the airport shall be cut to include those areas around the airport terminal building and aircraft hangers to include weed cutting and edging, except those areas marked in hash marks on the attached map marked "Exhibit A"
4. All ditches within the fenced area of the airport shall be mowed of grass, weeds and brush only and maintained in order to allow proper storm water drainage flow, excluding removal of sand bars or dirt from the ditch.
5. The City of Palatka, Florida reserves the right to terminate this agreement for substandard performance with no penalty. In the event that substandard work is determined, the city has to give [REDACTED] a list of the substandard work in writing and allow sixty (60) days for it to be brought into compliance, weather permitting, in lieu of termination.

Airport Grounds Maintenance Agreement Continued

6. Payment for this agreement shall be \$4,000.00 (four thousand) per month, \$48,000.00 (forty eight thousand) per year for the five (5) years. All fence lines are to be mowed on the inside of the fences where clearing permits a tractor to mow. Also, if there is additional work added to this contract, additional payments will be required, i.e., filling in washed out areas of ditches or mowing and cleaning around fences. The City of Palatka agrees to a further consideration consisting of granting [REDACTED] exclusive right to cultivate and retain commercial hay, sod, or forage crops from those areas on the airport grounds suitable for such production.

7. In the event of fuel prices rising over 20% from the existing price at the signing of this contract, a fuel adjustment will need to be made.

[REDACTED]
Airport Manager

Date Oct 1, 2011

Concurred by: [REDACTED]

[REDACTED]
City Manager

Date 10/1/2011

[REDACTED]
[REDACTED]
Date

Oct 1, 2011



CITY COMMISSION AGENDA ITEM

SUBJECT:

Approve requested items for Special Events Permit No 16-48 - Palatka Pride Fall Festival to be held on October 29, 2016 from 10:00 a.m. until 3:00 p.m.- Palatka Pride/PPD Officer Toby Williams, Applicant

1. Grant permission to exceed allowable noise levels throughout the duration of event.
2. Allow the closure of S. 14th St. from Crill Ave. to Diana Dr. and a portion of Diana Dr. west of S. 14th St. for the event.

SUMMARY:

Although Class B special events can be approved by the Special Events Coordinator, this application contains requests to exceed allowable noise levels, and close certain streets, all actions which must be approved by the City Commission.

RECOMMENDED ACTION:

Grant permission to exceed allowable noise levels, close S. 14th St. between Crill Ave. & Diana Dr. and a portion of Diana Dr. west of S. 14th St., and waive the application deadline for the Palatka Pride Fall Festival on Saturday, October 29, 2016 from 10:00 a.m. until 3:00 p.m.

ATTACHMENTS:

Description	Type
▫ Application	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	10/19/2016 - 2:31 PM
City Clerk	Driggers, Betsy	Approved	10/19/2016 - 2:32 PM

APPLICATION # 110-48

(circle one below)

CLASS A PERMIT – Filing Deadline: 60 days prior to event

CLASS B PERMIT - Filing Deadline: 60 days prior to event

CLASS C PERMIT - Filing Deadline: 30 days prior to event

CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. PALATKA - PRIDE

b. CONTACT PERSON Tobey Williams TELEPHONE/CELL 386-329-0115 / 386-~~784~~ 277-0368

c. EMAIL Twilliams@PALATKA-FL.GOV FAX # _____

2. ADDITIONAL CONTACT

a. CONTACT PERSON Matt Newcomb TELEPHONE/CELL 386-227-0366

b. EMAIL mnewcomb@PALATKA-FL.GOV FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY FALL-Festival / Hank Bryant Park Clean-up

4. DATE & HOURS OF DESIRED USE: 10-29-2016 10 AM- 3 PM

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
Park - including pavilions, basketball courts, Tennis courts

6. ROAD CLOSURES: close on block of south 14th street cr. 11 to Diane

7. REQUEST FOR NOISE VARIANCE(Dates and Times): 10-29-2016 10 AM - 3 PM

8. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): N/A

9. ESTIMATE OF ANTICIPATED ATTENDANCE 200

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT N/A

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a. CLASS A: \$300.00- 40,000 – 80,000 in attendance per day
- b. CLASS B: \$100.00 per day Up to 1,000 persons per day
- c. CLASS C: \$50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
- d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

Applications will not be processed and events dates cannot be secured without accompanying application fee.

12. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.

- 13. ATTACHED ITEMS: Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)
- Certificate of Insurance SEC 50-222 (See Attached Requirements)

14. Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Building & Zoning Department office at 386-329-0103 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for

- 1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee and/or any other persons

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

10. CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

10-4-2016
DATE


SIGNATURE OF APPLICANT

APPROVED:

 10/19/16
SPECIAL EVENTS COORDINATOR DATE

 10/18/16
CHIEF OF POLICE DATE

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177

(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 10/18/16 Special Events Coordinator: Thad Crowe

<input checked="" type="checkbox"/> Site Sketch Provided <input type="checkbox"/> Tentative Schedule of Events	Event Classification: Class A <input type="checkbox"/> Class B <input checked="" type="checkbox"/> Class C <input type="checkbox"/>
---	--

To be completed by applicant with typewriter or print legibly in dark ink.

Name of Special Event/ Production: FALL - Festival

Type of Event: community / clean-up

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still motion picture production, etc. – attach separate listing if necessary)

Games - Clean up

Location of Event: Hank Bryan Park

Requested dates and time of events (not including set-up and break down):

	Date	Day	Begin	End
Event Day 1	<u>10-29-2016</u>	<u>Sat</u>	<u>10:00</u> AM/PM	<u>3:00</u> AM/PM
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) 10-29-2016 at (time) 7 AM

Break down will be completed by (Date) 10-29-2016 at (time) 3 PM

To be completed and submitted by applicant prior to meeting with city staff.
City staff will amend checklist as necessary.

r Estimated peak number of participants (each day of event): Day 1 _____
Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____

r Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials
and/or incendiary devices to be used: N/A

r Number and location of fire protection services: N/A

r Inspection(s)- date and time requested: (\$23/hour) N/A

r Electrician services- date and time requested: (\$23/hour) N/A

r Emergency medical services: ambulance locations(s) (note on site plan): N/A

Number of EMS personnel required: (\$23/hour) N/A

r Number and location for portable toilets: (note location on site plan) 2 Furnished by
Event Staff

r Carnival location (if any) (note location on site map) _____

r Number of sanitation roll-out containers required (\$15/ container) _____

r Location of parking/transportation services, if any: ~~Along the~~ Around the
Park

r Temporary parking, directional signage needed: N/A

r Type transport vehicles (van, buses, etc.) _____

r Location of security and emergency vehicle parking on site: _____

r Public street barricades/street closures/detours: (note locations on site plan) 14th & CMI
14th and Diana

- r Main emergency vehicle access to site (location-also note on site plan): 14th street
15th street
- r Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site plan): N/A
- r Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands (note on site map) along side walks in park
- r Number and location of food vendors (note on site plan): N/A
- r Staff/ volunteer uniform identification: N/A
- r Sound system(s) location: Near basket ball court
- r Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, and etc.): N/A
- r Number and location of temporary signs/banners: N/A
- r Number and location of promotional visual effects: N/A
- r Watercraft: N/A
- r Aircraft: N/A
- r Types & location of on-site advertising (banners, balloons, posters, flyers, inflatables, signs, etc.):

Items Outstanding:

- r Site plan
- r 501(C) (3) certificate of exemption
- r Nonprofit articles of incorporation, charter and mission statement
- r Consent letter (event property): property owners on which special event location is held (if not held on city property)



CITY COMMISSION AGENDA ITEM

SUBJECT:

UPDATE - Northeast Florida Regional Council - Vernon Myers, President and Brian Teeple, Executive Director

SUMMARY:

Vernon Myers, the City's appointed liaison to the NE Florida Regional Council, and Council President, and Brian Teeple, Executive Director, will be here to provide an update on the Northeast Florida Regional Council.

RECOMMENDED ACTION:

None recommended - update only

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/21/2016 - 11:54 AM



CITY COMMISSION AGENDA ITEM

SUBJECT:

REQUEST TO APPEAL Planning Board Case #16-38 - Denial of Conditional Use - Michael Byars and Kim Burnett, Applicants for a conditional use permit to allow for an Internet Cafe in a storefront unit located at 2000 Reid St.

SUMMARY:

A Conditional Use permit approval is required for Indoor Recreation uses, which included Internet Cafes prior to the recent adoption of the Electronic Gaming Ordinance. The Board denied the request with the finding that there was an undue concentration of this use in the area and that the use would not promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare, as is required by Section 94-3 of the Zoning Code.

Zoning Code Section 94-3(7) directs the City Commission to review appeals of Planning Board conditional use decisions. The Planning Board Staff Report and PowerPoint shown at the meeting are attached for the Commissions review of this case. Please note the importance of addressing the conditional use criteria and intent.

As this is an appeal of a Planning Board decision, no new evidence, testimony or material can be introduced or considered at this time. The City Commission can only consider what the Planning Board considered.

RECOMMENDED ACTION:

The Commission can either confirm, modify, or reverse the Planning Board decision to deny this conditional use permit. More specifically, the Commission can either:

- 1) support the denial; or**
- 2) reverse the denial and approve with staff conditions; or**
- 4) reverse the denial and modify Staff approval conditions.**

ATTACHMENTS:

Description	Type
□ Planning Board Minutes	Backup Material
□ Staff Report	Backup Material
□ Powerpoint Presentation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
			10/13/2016 - 4:05

Planning	Crowe, Thad	Approved	PM
City Clerk	Driggers, Betsy	Approved	10/18/2016 - 11:24 AM
City Manager	Suggs, Terry	Approved	10/19/2016 - 9:44 AM

Case 16-38 Request for a conditional use permit for an indoor recreation use (internet café) in a C-2 zoning district, located at 2000 Reid St.

Chairman Sheffield introduced the item and recognized Mr. Crowe.

Mr. Crowe began a Power Point presentation, pointing out that this same location (a five-unit commercial retail building) was recently approved for a church on the south end of the building. There is also an existing discount store in this plaza (north end of the building) and this use would occupy the center unit of the shopping center. He said that this business is now in operation and the owners told Staff that they did not know they needed conditional use or zoning approval.

Mr. Crowe noted that there had been a previous conditional use approved at this location, for the church. This approval required landscape improvements that have not yet been accomplished.

Addressing conditional use criteria, Mr. Crowe noted that while the request met the Comprehensive Plan in general terms, it should be evaluated in regard to its location, area, number, and relation to the neighborhood (as set forth in the definition of a conditional use). He said the parking and access was acceptable. Criterion # 4 was not met as there was an unscreened dumpster on the site, although it was hidden away in the back out of the public view. Criteria # 7 and 9 were problematic since it would be very difficult for this site to meet the landscape and buffering codes, since it was mostly covered by buildings or pavement. The Board also has to make a finding that the request would not harm the public interest. On this subject, Mr. Crowe noted that the Board had in the past expressed concern about the growing concentration of Internet cafes, particularly in the vicinity of Reid St./US 17. The use in other jurisdictions is linked to crimes including robbery, money laundering, rigged computer systems, and even organized crime. The potential for criminal activity is there, particularly with 24-hour operation. The public's perception of use as marginal and quasi-legal could have negative affect on adjacent businesses and property values. He displayed a map that showed five Internet cafes concentrated along a relatively short segment of Reid St., between N. 18th St. and Pine St., and noted that this could be considered an undue concentration.

Mr. Crowe explained that staff recommended two options for the Board, to either deny with the finding that there is an undue concentration of such uses in the area, and that this use would not promote the public safety, morals, order, appearance, prosperity or general welfare of the City; or approve the request with attendance capped by the Fire Marshall's occupancy limit, and with the following conditions.

1. Use is approved subject to and conforming with the site plan.
2. Within two months of approval, Applicant and City shall coordinate with the removal of pavement (by the Owner or Applicant) for two landscape islands as shown conceptually in Figure 4 of the staff report, and the City shall then install shade trees in each island. The trees shall then be maintained by the Applicant and/or property owner.
3. Screening of the existing dumpster is required.
4. Hours of operation limited to 7 AM to midnight.
5. All other applicable standards of the Municipal Code must be met.

Discussion ensued with the Board regarding the previously approved existing café's (five), the concerns of an undue concentration and need to establish allowed hours of operations, and developing standards for them. Mr. Petrucci asked if the property owner is responsible for the landscape improvements and what happens if the church does not put the trees in. Mr. Crowe replied that it would become a Code Enforcement matter. Mr. Holmes asked if the previously approved church was currently operating at this location. Mr. Crowe replied that they are and that were obliged to put in the required landscaping.

Mr. Holmes asked if Staff finds a compatibility issue between the Internet café and the Church that was preapproved. Mr. Crowe said that the Code does not allude to that kind of thing, as it does with alcohol and churches. Mr. Holmes said that from a practical perspective, the issue of compatibility isn't a necessarily a code definition. Mr. Crowe agreed with that and said that one way to address that could be to set standard hours of operations, so the two uses are not overlapping. Mr. Holmes stated that with conditional use review criteria, compatibility with adjoining uses is a legitimate topic of conversation and the Board should address that however they choose to, whether it is with limiting hours of operations or whatever.

Mr. Holmes asked what communications history between the operators of the use and the City. Mr. Crowe explained that once the Building and Department was made aware of the business operating, they made contact with the operators and let them know they needed a business license and to meet zoning requirements. The owners then submitted an application and have been working with the City to achieve compliance. Chairman Sheffield asked when was the first contact made with the business operators. Ms. Sprouse replied that the contact was made approximately six weeks ago. Mr. Petrucci asked if there is any criterion in the Code that has to be followed for density of like kind businesses in the same general location. Mr. Holmes replied the City does not have specific zoning criteria that limit numbers of any legitimate or lawful uses. The City is obligated to make provisions for any use that is authorized and allowed by the State of Florida. With justification under public health and safety concerns, the City is able to place conditions on some uses through the conditional use criteria, including limiting the number of uses, but such findings must be considered on an individual/case-by-case basis. Limitations on uses can include locational restrictions, like limiting uses to specific zoning districts or applying distance restrictions between uses and other uses, as is the case for alcohol and adult entertainment uses. The proximity or distance restrictions of a use can reduce concerns of incompatibility between problematic uses and certain uses such as schools, churches and other alcohol serving establishments. Currently the City does not have an ordinance in place regarding Internet cafés. Discussion took place regarding the fact that the City cannot prohibit a legitimate use, but through zoning and the conditional use process the City can control the number and location of such uses, supported by clear findings.

James Mathews, 2000 Reid St., Pastor of Passionate Worship Center, spoke in favor of the proposed use, stating that there has been no conflict since they have been there. He has not experienced any problems with parking either.

Michael Wolf, 805 SE 3rd Ave, Ft. Lauderdale., representing the applicants stated that the 2013 Florida Legislature recently addressed the overflow of internet cafés, the concept of illegal gambling and its past ties to charities and determined those did not exist. He referenced Florida Statutes Chapter 849 which governs Gambling and Chapter 546.10 which was recently made legal for amusement games or machines, under the jurisdiction of the Department Alcohol and Tobacco. He stressed that he would want his applicants business viewed as a legal use, as they are not like other Internet cafés. The applicants have applied for a conditional indoor recreational use, the activity they intend to run there is a family amusement center under the act F.S. 546.10 that was just past this year. He added that his clients also plan to run charitable bingo that will benefit local churches and organizations.

Chairman Sheffield asked how this specific use is different from other internet cafes located on Reid St. Mr. Wolf replied that primarily it would be based on the types of machines that are used. The Legislature does not allow the games to look like slot machines or resemble casino games. He said that there are many state regulations regarding sweepstake gaming and Florida Statute limits the maximum cash payout to \$ 5.75 in redemption. The games that are outlawed are the ones where chance ultimately outweighs challenge. Discussions continued regarding similar type redeeming gaming machines, such as Chuckie Cheese, Dave and Busters and even McDonalds. Mr. Holmes said that conditional use criteria the Board can make sure this use complies with the 2013 law, by placing conditions on prizes and their values. Mr. Wolf replied that the arcades around the state have kiosks where you can redeem your points for merchandise from retailers around the

world. Discussion continued regarding slot like machines and different types of legal gaming machines. Mr. Holmes advised the Board that there should not be a big philosophical debate on how the prizes are redeemed, the point is zoning and it may be important to know the types of machines, but the bottom line is that people are playing with the idea of getting a reward. The City can look into setting specific parameters after today.

Michael Byars, 138 Michael James Rd., Gaffney, South Carolina stated that he was the co-owner. Mr. Wallace asked what brought them to Palatka. Mr. Byars answered that he heard that Palatka had Internet cafés here. Mr. Byars said that when they were approached and were told there was a problem with not having the proper approvals, they came right down to Palatka to set things right.

Kimberly Burnet from Lloyd, SC stated that the minute they found out they were not in compliance; they were in contact with the City right away and have been working with the Building and Zoning Department. They paid all the fees and have steadily worked toward this process to make everything right and that they do not intend to break any State or local laws.

Mr. Killebrew asked if they would be moving to Putnam County or did they plan to have managers operate the business. Mr. Byars stated that they would not be moving here and they would have the business locally managed. Ms. Williams asked how long they have been operating at this location. Mr. Byars stated they opened in August of 2015.

Pastor Mathews stated again for the record he had no objection to the request and that there has been no conflict with the neighboring use.

Chairman Sheffield then closed the public hearing.

Chairman Sheffield stated that he has great concern with the concentration of Internet Cafes and believes that the City of Palatka has become an easy target. Mr. Killebrew stated that he agreed with Mr. Sheffield and is concerned about the general welfare of our city. Mr. Petrucci commented that he didn't believe that it is this Board's role to put limitations on these types of businesses, and that after this case this Board should recommend to the Commission that they issue an ordinance regarding these uses. Mr. Sheffield advised that he has met with the Mayor, and City Staff will come up with an ordinance. Mr. Petrucci added that he doesn't agree that these types of places produce illegal activity, and while he is not a fan of these uses, this applicant is trying to make the efforts to comply with the requirements. He believes that the Board should approve this request as they have made a concerted effort to comply once they were informed that they were in violation. Mr. Wallace disagreed, noting that they have not done what they were supposed to do as they have been operating for over a year.

Motion made by Mr. Wallace and seconded by Mr. Harwell to deny this request based on the finding that there is an undue concentration of this use in the area and that this use would not promote the public safety, morals, order, appearance or general welfare of the city. The vote on the motion included seven yeas and one nay (Mr. Petrucci), motion carried.

The meeting was adjourned at 6:03.

Case 16-38 Request for a conditional use permit for an indoor recreation use (internet café) in a C-2 zoning district, located at 2000 Reid St.

Chairman Sheffield introduced the item and recognized Mr. Crowe.

Mr. Crowe began a Power Point presentation, pointing out that this same location (a five-unit commercial retail building) was recently approved for a church on the south end of the building. There is also an existing discount store in this plaza (north end of the building) and this use would occupy the center unit of the shopping center. He said that this business is now in operation and the owners told Staff that they did not know they needed conditional use or zoning approval.

Mr. Crowe noted that there had been a previous conditional use approved at this location, for the church. This approval required landscape improvements that have not yet been accomplished.

Addressing conditional use criteria, Mr. Crowe noted that while the request met the Comprehensive Plan in general terms, it should be evaluated in regard to its location, area, number, and relation to the neighborhood (as set forth in the definition of a conditional use). He said the parking and access was acceptable. Criterion # 4 was not met as there was an unscreened dumpster on the site, although it was hidden away in the back out of the public view. Criteria # 7 and 9 were problematic since it would be very difficult for this site to meet the landscape and buffering codes, since it was mostly covered by buildings or pavement. The Board also has to make a finding that the request would not harm the public interest. On this subject, Mr. Crowe noted that the Board had in the past expressed concern about the growing concentration of Internet cafes, particularly in the vicinity of Reid St./US 17. The use in other jurisdictions is linked to crimes including robbery, money laundering, rigged computer systems, and even organized crime. The potential for criminal activity is there, particularly with 24-hour operation. The public's perception of use as marginal and quasi-legal could have negative affect on adjacent businesses and property values. He displayed a map that showed five Internet cafes concentrated along a relatively short segment of Reid St., between N. 18th St. and Pine St., and noted that this could be considered an undue concentration.

Mr. Crowe explained that staff recommended two options for the Board, to either deny with the finding that there is an undue concentration of such uses in the area, and that this use would not promote the public safety, morals, order, appearance, prosperity or general welfare of the City; or approve the request with attendance capped by the Fire Marshall's occupancy limit, and with the following conditions.

1. Use is approved subject to and conforming with the site plan.
2. Within two months of approval, Applicant and City shall coordinate with the removal of pavement (by the Owner or Applicant) for two landscape islands as shown conceptually in Figure 4 of the staff report, and the City shall then install shade trees in each island. The trees shall then be maintained by the Applicant and/or property owner.
3. Screening of the existing dumpster is required.
4. Hours of operation limited to 7 AM to midnight.
5. All other applicable standards of the Municipal Code must be met.

Discussion ensued with the Board regarding the previously approved existing café's (five), the concerns of an undue concentration and need to establish allowed hours of operations, and developing standards for them. Mr. Petrucci asked if the property owner is responsible for the landscape improvements and what happens if the church does not put the trees in. Mr. Crowe replied that it would become a Code Enforcement matter. Mr. Holmes asked if the previously approved church was currently operating at this location. Mr. Crowe replied that they are and that were obliged to put in the required landscaping.

Mr. Holmes asked if Staff finds a compatibility issue between the Internet café and the Church that was preapproved. Mr. Crowe said that the Code does not allude to that kind of thing, as it does with alcohol and churches. Mr. Holmes said that from a practical perspective, the issue of compatibility isn't a necessarily a code definition. Mr. Crowe agreed with that and said that one way to address that could be to set standard hours of operations, so the two uses are not overlapping. Mr. Holmes stated that with conditional use review criteria, compatibility with adjoining uses is a legitimate topic of conversation and the Board should address that however they choose to, whether it is with limiting hours of operations or whatever.

Mr. Holmes asked what communications history between the operators of the use and the City. Mr. Crowe explained that once the Building and Department was made aware of the business operating, they made contact with the operators and let them know they needed a business license and to meet zoning requirements. The owners then submitted an application and have been working with the City to achieve compliance. Chairman Sheffield asked when was the first contact made with the business operators. Ms. Sprouse replied that the contact was made approximately six weeks ago. Mr. Petrucci asked if there is any criterion in the Code that has to be followed for density of like kind businesses in the same general location. Mr. Holmes replied the City does not have specific zoning criteria that limit numbers of any legitimate or lawful uses. The City is obligated to make provisions for any use that is authorized and allowed by the State of Florida. With justification under public health and safety concerns, the City is able to place conditions on some uses through the conditional use criteria, including limiting the number of uses, but such findings must be considered on an individual/case-by-case basis. Limitations on uses can include locational restrictions, like limiting uses to specific zoning districts or applying distance restrictions between uses and other uses, as is the case for alcohol and adult entertainment uses. The proximity or distance restrictions of a use can reduce concerns of incompatibility between problematic uses and certain uses such as schools, churches and other alcohol serving establishments. Currently the City does not have an ordinance in place regarding Internet cafés. Discussion took place regarding the fact that the City cannot prohibit a legitimate use, but through zoning and the conditional use process the City can control the number and location of such uses, supported by clear findings.

James Mathews, 2000 Reid St., Pastor of Passionate Worship Center, spoke in favor of the proposed use, stating that there has been no conflict since they have been there. He has not experienced any problems with parking either.

Michael Wolf, 805 SE 3rd Ave, Ft. Lauderdale., representing the applicants stated that the 2013 Florida Legislature recently addressed the overflow of internet cafés, the concept of illegal gambling and its past ties to charities and determined those did not exist. He referenced Florida Statutes Chapter 849 which governs Gambling and Chapter 546.10 which was recently made legal for amusement games or machines, under the jurisdiction of the Department Alcohol and Tobacco. He stressed that he would want his applicants business viewed as a legal use, as they are not like other Internet cafés. The applicants have applied for a conditional indoor recreational use, the activity they intend to run there is a family amusement center under the act F.S. 546.10 that was just past this year. He added that his clients also plan to run charitable bingo that will benefit local churches and organizations.

Chairman Sheffield asked how this specific use is different from other internet cafes located on Reid St. Mr. Wolf replied that primarily it would be based on the types of machines that are used. The Legislature does not allow the games to look like slot machines or resemble casino games. He said that there are many state regulations regarding sweepstake gaming and Florida Statute limits the maximum cash payout to \$ 5.75 in redemption. The games that are outlawed are the ones where chance ultimately outweighs challenge. Discussions continued regarding similar type redeeming gaming machines, such as Chuckie Cheese, Dave and Busters and even McDonalds. Mr. Holmes said that conditional use criteria the Board can make sure this use complies with the 2013 law, by placing conditions on prizes and their values. Mr. Wolf replied that the arcades around the state have kiosks where you can redeem your points for merchandise from retailers around the

world. Discussion continued regarding slot like machines and different types of legal gaming machines. Mr. Holmes advised the Board that there should not be a big philosophical debate on how the prizes are redeemed, the point is zoning and it may be important to know the types of machines, but the bottom line is that people are playing with the idea of getting a reward. The City can look into setting specific parameters after today.

Michael Byars, 138 Michael James Rd., Gaffney, South Carolina stated that he was the co-owner. Mr. Wallace asked what brought them to Palatka. Mr. Byars answered that he heard that Palatka had Internet cafés here. Mr. Byars said that when they were approached and were told there was a problem with not having the proper approvals, they came right down to Palatka to set things right.

Kimberly Burnet from Lloyd, SC stated that the minute they found out they were not in compliance; they were in contact with the City right away and have been working with the Building and Zoning Department. They paid all the fees and have steadily worked toward this process to make everything right and that they do not intend to break any State or local laws.

Mr. Killebrew asked if they would be moving to Putnam County or did they plan to have managers operate the business. Mr. Byars stated that they would not be moving here and they would have the business locally managed. Ms. Williams asked how long they have been operating at this location. Mr. Byars stated they opened in August of 2015.

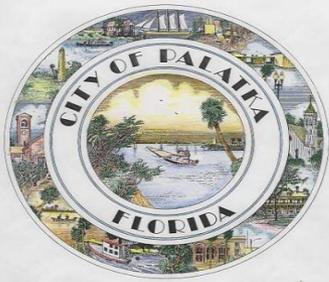
Pastor Mathews stated again for the record he had no objection to the request and that there has been no conflict with the neighboring use.

Chairman Sheffield then closed the public hearing.

Chairman Sheffield stated that he has great concern with the concentration of Internet Cafes and believes that the City of Palatka has become an easy target. Mr. Killebrew stated that he agreed with Mr. Sheffield and is concerned about the general welfare of our city. Mr. Petrucci commented that he didn't believe that it is this Board's role to put limitations on these types of businesses, and that after this case this Board should recommend to the Commission that they issue an ordinance regarding these uses. Mr. Sheffield advised that he has met with the Mayor, and City Staff will come up with an ordinance. Mr. Petrucci added that he doesn't agree that these types of places produce illegal activity, and while he is not a fan of these uses, this applicant is trying to make the efforts to comply with the requirements. He believes that the Board should approve this request as they have made a concerted effort to comply once they were informed that they were in violation. Mr. Wallace disagreed, noting that they have not done what they were supposed to do as they have been operating for over a year.

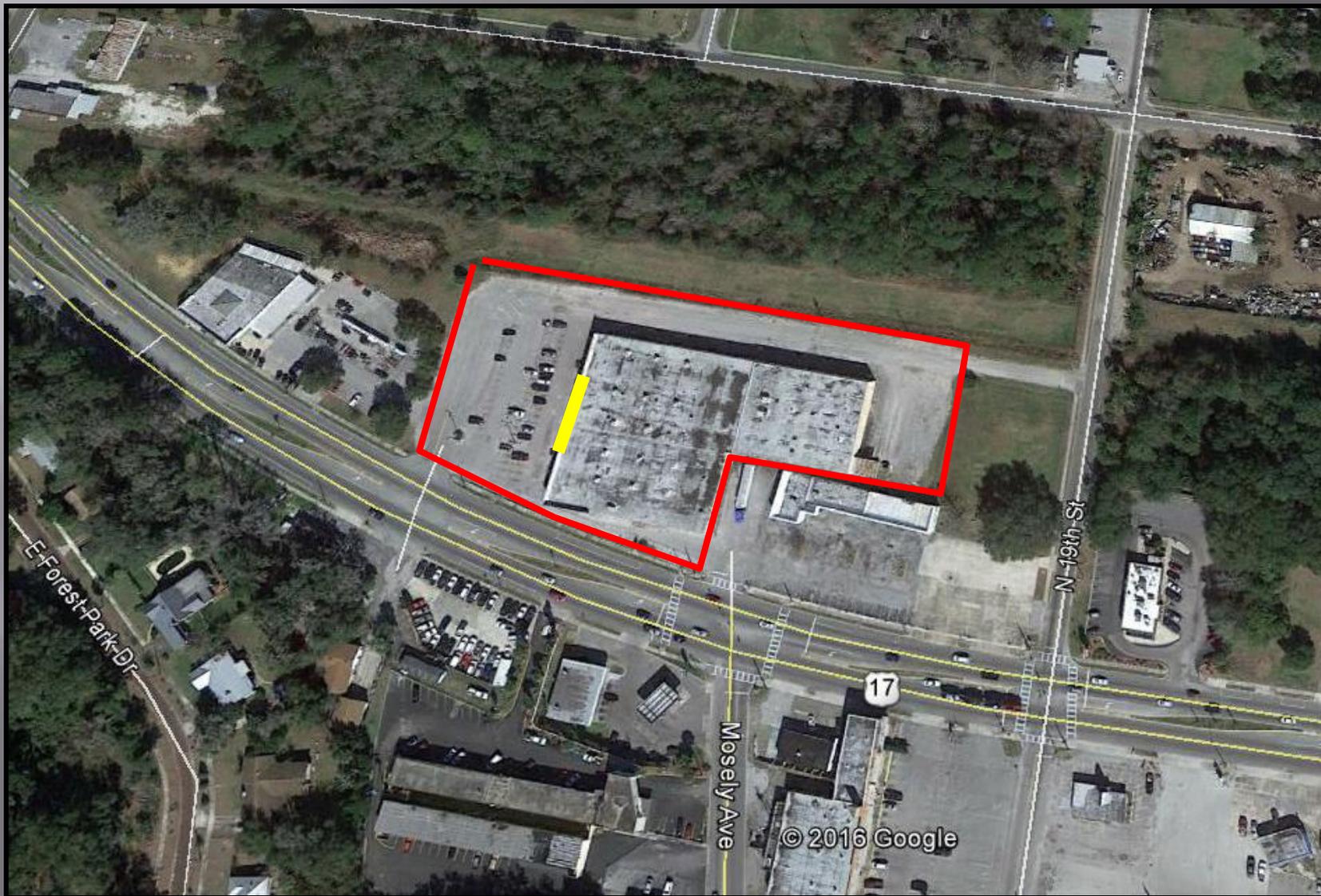
Motion made by Mr. Wallace and seconded by Mr. Harwell to deny this request based on the finding that there is an undue concentration of this use in the area and that this use would not promote the public safety, morals, order, appearance or general welfare of the city. The vote on the motion included seven yeas and one nay (Mr. Petrucci), motion carried.

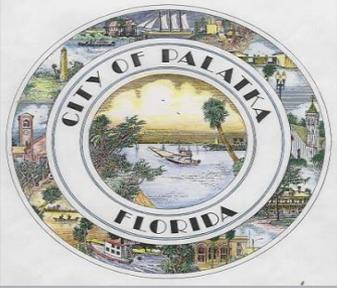
The meeting was adjourned at 6:03.



CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

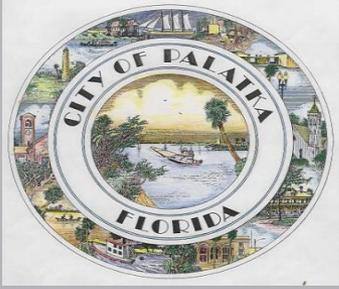




CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

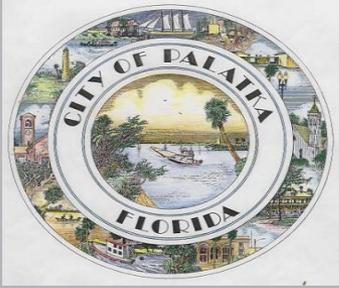




CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

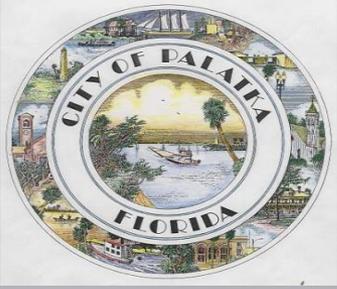
- C-2 (Commercial Intensive) Zoning, COM (Commercial) Future Land Use Map designation
- 4-unit commercial building – includes discount store, church and this Internet Café use (occupying middle two units)



CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

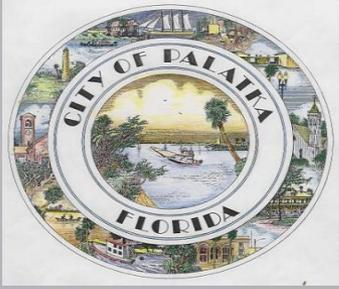
Evaluation Criterion # 1 – compliance with
Comp Plan – does not conflict



CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

Evaluation Criterion # 1 - Does not conflict with Plan -allowable use in FLUM no conflict with GOPs- HOWEVER, Zoning classifies indoor recreation as conditional use, meaning a “use that would not be appropriate without restriction throughout a zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would promote the public health safety, welfare morals, order, comfort, convenience, appearance, prosperity or general welfare.”

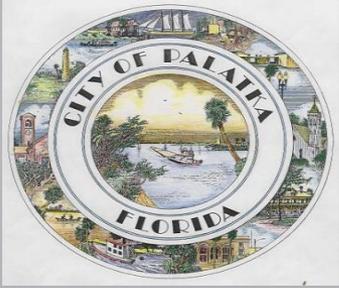


CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

Evaluation criteria # 2 & 3 – ingress & egress, parking

- access points, driveway, and parking area adequate, although re-striping is needed
- 70 parking spaces (proposed use requires 10 spaces)
- No apparent parking problems

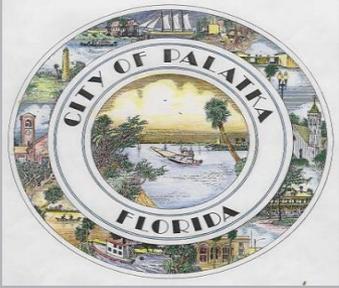


CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

Evaluation Criterion # 4 – refuse areas

- unscreened dumpster behind store – will require screening

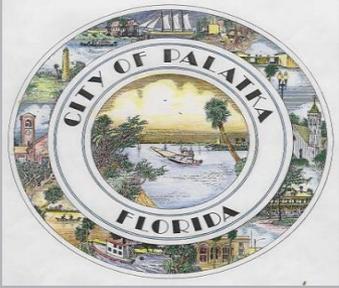


CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

Evaluation Criterion # 7 – screening or buffering –

- Buffering Code would require hedge and three canopy trees along Reid St.; and hedge or fence along side & rear property lines
- Existing vegetated areas to rear, buffers not priority in this area, side buffers impractical to install

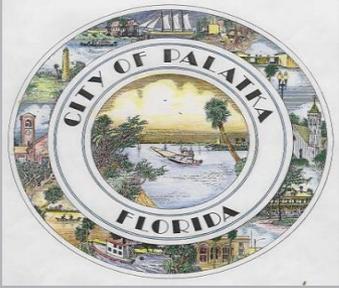


CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

Evaluation Criterion # 7 – screening or buffering –

- Staff recommends two landscape islands with shade trees in front of parking lot (no available area along Reid St. property line as this is driveway)

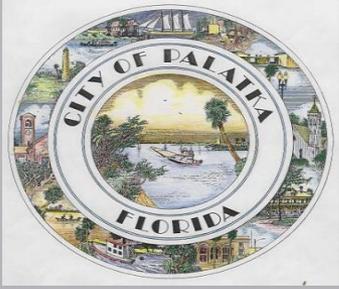


CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

Evaluation Criterion # 7 – screening or buffering –



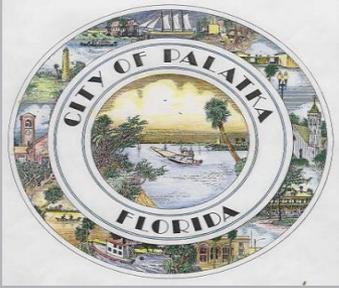


CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

Evaluation Criterion # 8 – signs

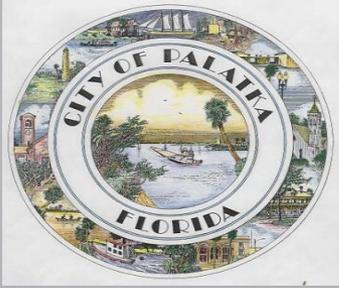
- Recommend signs limited to wall signs, window signs, or temporary signs/banners, only on approved storefronts



CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

Evaluation Criterion # 9 – required yards or open space – site mostly building or pavement, impractical to reconfigure for open space

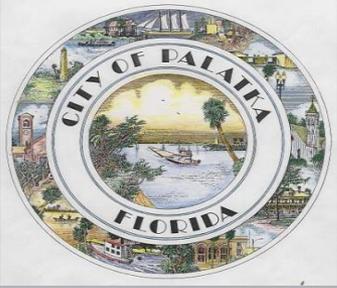


CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

Evaluation Criterion – public interest

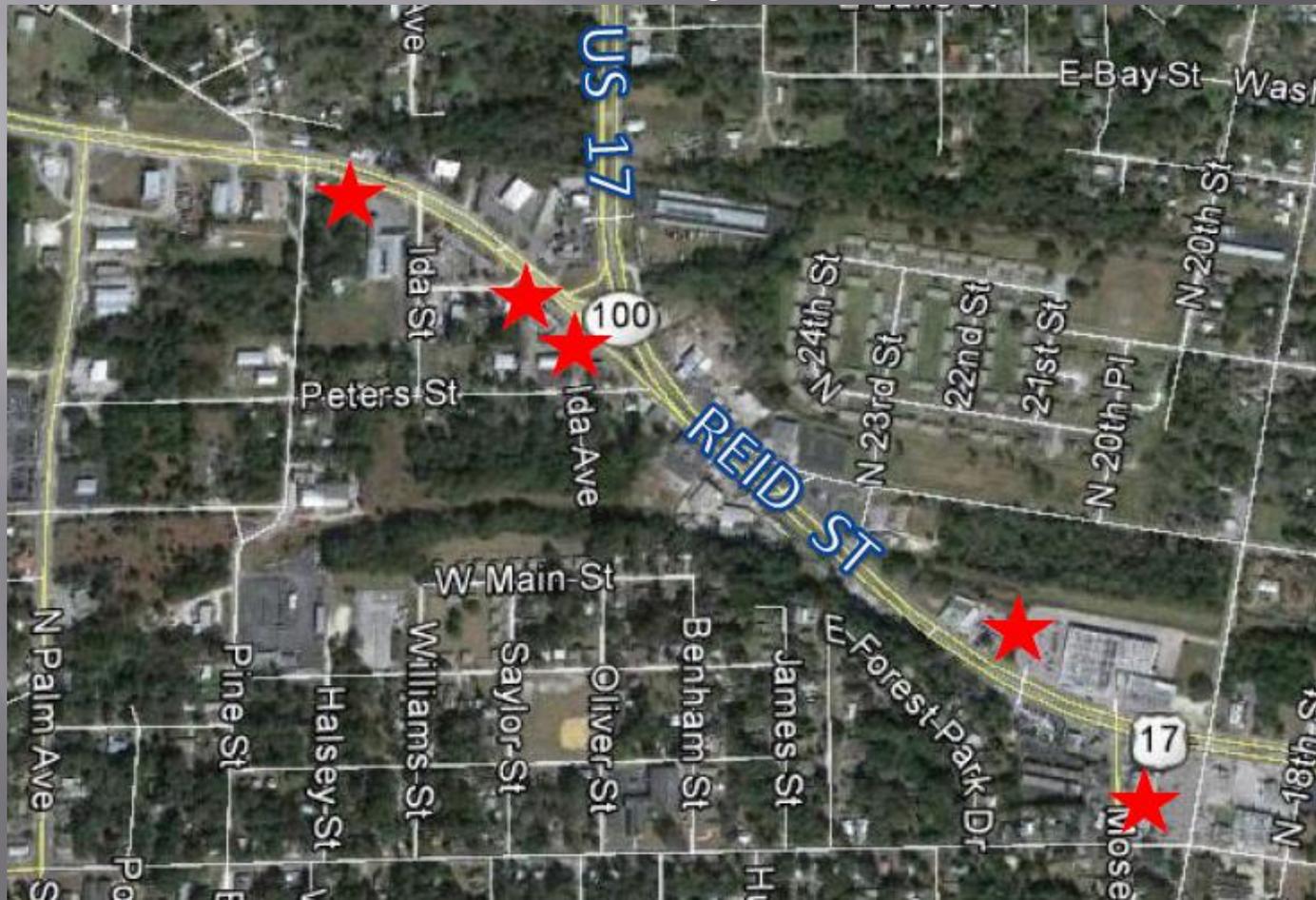
- Board has expressed concern about growing concentration of Internet cafes in the vicinity
- Use is in other jurisdictions linked to higher crime rate, money laundering, rigged computer systems, and even organized crime (resulting in Lt. Gov. resignation)
- Potential for criminal activity is there, particularly with 24-hour operation
- Public perception of use as marginal and quasi-legal could have negative affect on adjacent businesses and property values

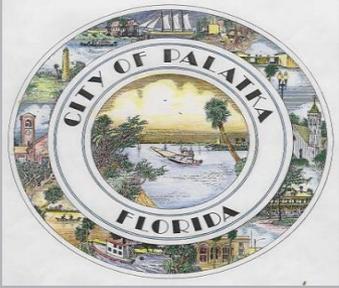


CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

Evaluation Criterion - public interest -
Internet Cafes in vicinity-undue concentration?





CASE 16-38

Cond. Use for Indoor Recreation-- 2000 Reid St

Recommend denial of Indoor Recreation use, based on undue concentration of use and potential for negative impact on public safety, morals, order, appearance, prosperity, and general welfare of the City; **OR**

Recommend approval with following conditions:

1. Subject to site plan and narrative, limited to two middle units in building
2. Planting of two shade trees in front landscape islands within two months of approval
3. Screening of dumpster required
4. Hours of operation limited to 7 AM to midnight
5. All other Municipal Code standards applicable



CITY COMMISSION AGENDA ITEM

SUBJECT:

PUBLIC HEARING - 623 & 625 Laurel St. - Planning Board Recommendation to amend the Future Land Use Map to Commercial and assign Planned Unit Development zoning to the properties, from R-1 (Residential, Single-Family) - Charles and Tina Duck, Owners and Applicants.

***a. ORDINANCE** Amending Future Land Use Map - Adopt

***b. ORDINANCE** rezoning property - 2nd Reading, Adopt

SUMMARY:

These ordinances will amend the Future Land Use Map and Rezone 623 & 625 Laurel Street to assign Planned Unit Development zoning (from Residential, Single-Family).

The first ordinance, for adoption, will amend the Future Land Use Map and Element from RH (Residential, High Density) to PUD (Planned Unit Development).

This is second reading of the second ordinance rezoning this parcel to a PUD (Planned Unit Development) zoning designation from Residential, Single Family. The intent of the PUD is to allow for limited commercial use in a building constructed for commercial use 69 years ago, while limiting impacts on the adjacent residential neighborhood by limiting uses, employees, and providing for parking.

The PUD waives the requirement for on-site parking, impossible on this site because the building mostly covers the lot, and requires that the Applicant stripe several on-street parallel parking spaces under the direction of the City. A positive benefit will be the renovation of this run-down property into a real estate office, small gift shop, and upstairs apartment - the buildings have deteriorated over the years partly due to the zoning nonconformity and resulting prohibition on property improvement.

RECOMMENDED ACTION:

Adopt ordinances assigning PUD (Planned Unit Development) Future Land Use Map and Zoning designations to 623 and 625 Laurel Street (parcel # 42-10-27-6850-0400-0010).

ATTACHMENTS:

Description	Type
▢ FLUM Ordinance	Ordinance
▢ Rezoning Ordinance	Ordinance
▢ Staff Report	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	10/19/2016 - 12:42 PM
City Clerk	Driggers, Betsy	Approved	10/19/2016 - 12:42 PM

This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 16 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 10 ACRES IN SIZE): FROM RH (RESIDENTIAL HIGH DENSITY) TO COM (COMMERCIAL), FOR 623 AND 625 LAUREL STREET, PROPERTY LOCATED IN SECTION 42, TOWNSHIP 10 SOUTH, RANGE 27 EAST, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by Charles and Tina Duck, for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

WHEREAS, Section 163.3187, Florida Statutes, as amended, provides for the amendment of an adopted comprehensive plan, and

WHEREAS, Section 163.3187(1)(b), Florida Statutes, as amended, provides that a local government may amend its adopted comprehensive plan to change the land uses of up to 120 acres by small scale amendments annually, and

WHEREAS, Section 163.3187(2), Florida Statutes, as amended, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

WHEREAS, the Planning Board conducted a public hearing on April 5, 2016 and recommended approval of this amendment to the City Commission, and

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1. Adopted Small Scale Amendment

That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

**TABLE 1
ADOPTED SMALL SCALE AMENDMENT**

<u>Property Tax Number</u>	<u>Acreage</u>	<u>Current Future Land Use</u>	<u>Amended Future Land Use</u>
42-10-27-6850-0400-0010	0.07	RH (Residential High Density)	COM (Commercial)
DESCRIPTION OF PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 40 PT OF LOT 1 BK73 P145, (EX BK166 P315)			

Section 2. Effect on the Comprehensive Plan

The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 3. Severability

Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 4. Effective date

This Ordinance shall become effective thirty-one (31) days after its final passage by the City Commission of the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 27th day of October, 2016.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 16 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTIES LOCATED IN SECTION 42, TOWNSHIP 10 SOUTH, RANGE 27 EAST, INCLUDING 623 AND 625 LAUREL STREET TO BE REZONED FROM R-1 (RESIDENTIAL, SINGLE-FAMILY) TO PUD/C-1A (PLANNED UNIT DEVELOPMENT/ COMMERCIAL NEIGHBORHOOD); PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by Charles and Tina Duck, owners of said property, to the City for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including public hearings before the Planning Board of the City of Palatka on August 2, 2016 and two public hearings before the City Commission of the City of Palatka on October 13, 2016 and October 27, 2016, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property to PUD (Planned Unit Development), as an overlay over the Commercial Neighborhood zoning category, for 623 and 625 Laurel Street. The PUD must comply with development standards set forth in Exhibit A.

DESCRIPTION OF PROPERTIES:

623 and 625 Laurel Street, described as DICKS MAP OF PALATKA MB2 P46, BLK 40 PT OF LOT 1 BK73 P145, (EX BK166 P315)/tax parcel # 42-10-27-6850-0400-0010;

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 27th day of October, 2016.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

EXHIBIT A: LOCATION MAP



EXHIBIT B: CONDITIONS OF APPROVAL

1. Approval for one office storefront and one limited retail/service storefront, OR two office storefronts.
2. Allowable uses limited to office uses such as real estate, travel agent, attorney or similar uses; beauty or barber shops not to exceed three chairs/stations; and antiques or gift stores with display area not to exceed 1,000 square feet. Total employees at peak time for all uses not to exceed five.
3. Upstairs space approved for one residential unit.
4. The driveway shall be widened to a 17' length to serve as one handicapped only space, and will be a two-way drive through (no backing out) space.
5. Five parallel striped spaces shall be created along the south side of Laurel St., starting east of the driveway and continuing east 100' along Laurel St. The Applicant to fund and arrange for striping, under the supervision of City's Public Works Dept.
6. Utilize simple, no-decorative columns instead of proposed Doric columns.
7. Provide a minimum 4' landscape strip along the Kirkland St. side of the corner building with hedge/shrub plantings, or as an alternative provide for planters along the building (landscape sketch plan submitted to Staff for review).
8. Planting of triangle landscape area with low shrubs and groundcover (vision triangle rule requires plantings be below 30" in an area extending ten feet from intersection).
9. Exterior alterations to the building, lighting, awnings, signage, etc. are subject to Downtown Overlay standards (Zoning Code Sec. 94-202).

EXHIBIT C: LANDSCAPE PLAN

The building and grounds shall be maintained in an orderly manner, with exteriors painted and cleaned. Landscaping will be maintained in a neat and orderly manner, with weeds removed regularly and mulch applied to landscape beds.

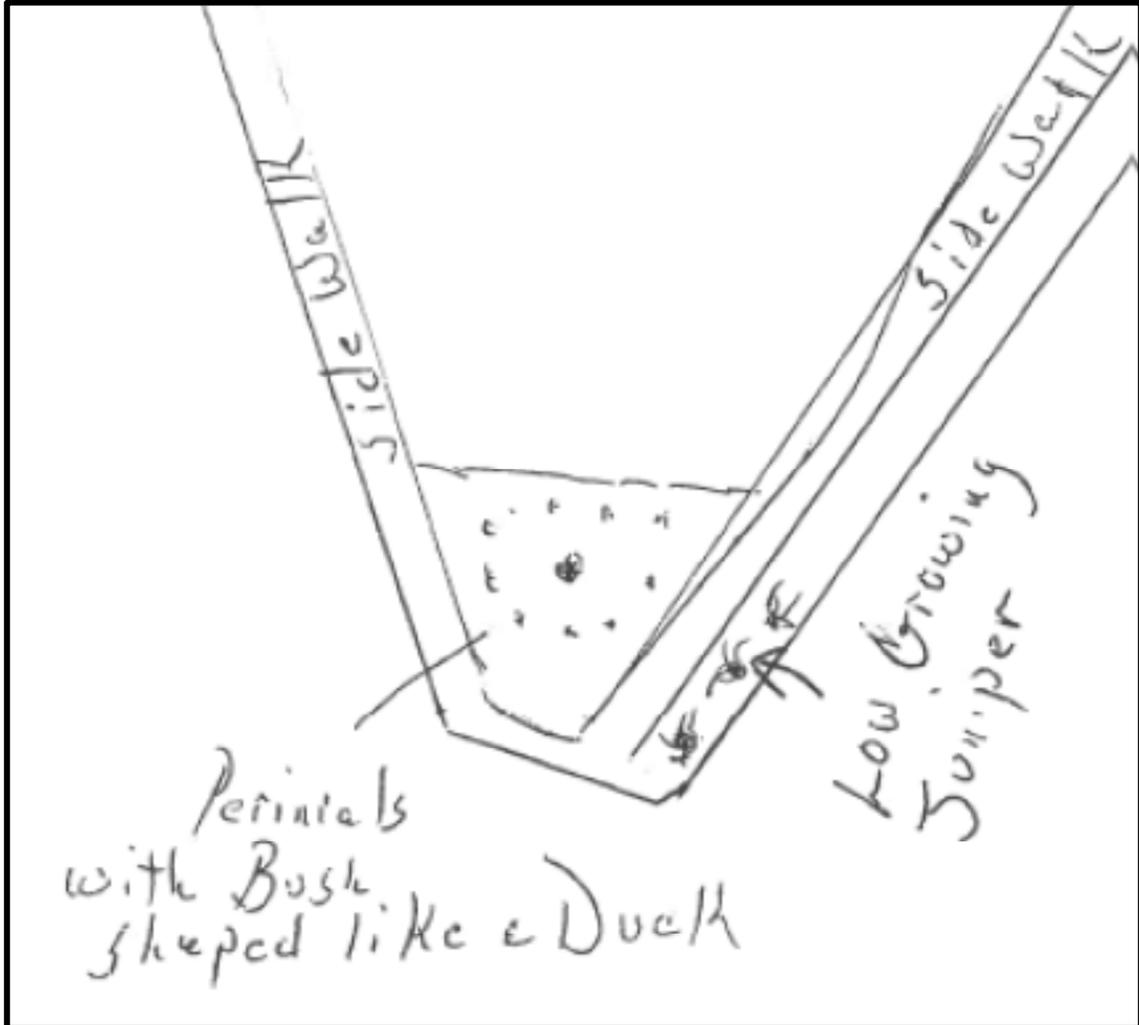


EXHIBIT C: BUILDING ELEVATIONS

Buildings shall generally conform to the elevations below.

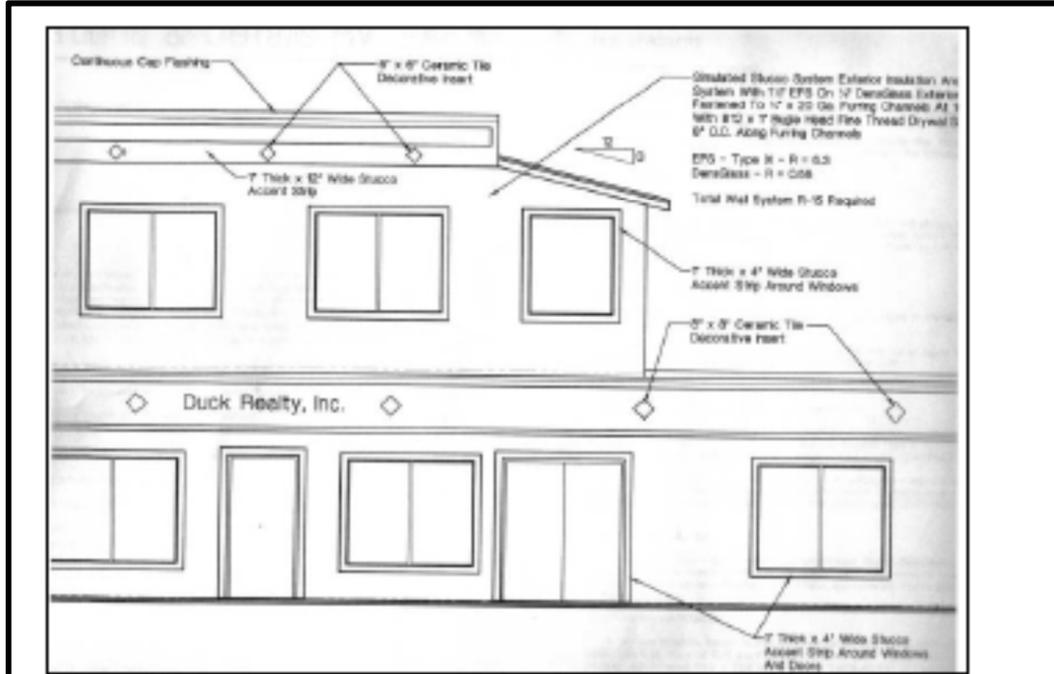
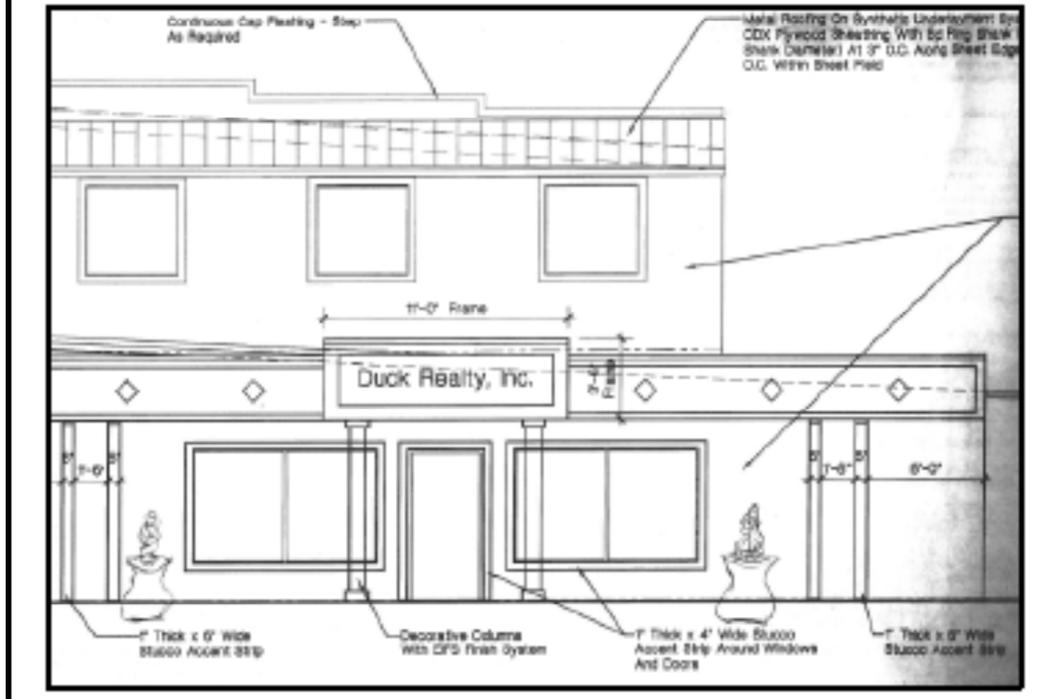


Figure 4 (above): North Elevation (facing Laurel St.)

Figure 5 (below) West Elevation (facing Kirkland St.)



Case 16-39: 623-625 Laurel St.

Request to Amend Future Land Use Map Designation from RH to COM, and
Rezone from R-1 to PUD/C-1A

STAFF REPORT

DATE: August 30, 2016
TO: Planning Board members
FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

This application requests an amendment of the Future Land Use Map category from Residential High (RH) to Commercial (COM) and a rezoning of the property from R-1 (Residential-Single Family) to PUD/C-1A (Planned Unit Development/Neighborhood Commercial). Public notice included legal advertisement, property posting, and letters to nearby property owners (within 150 feet). City departments had no objections to the proposed actions.



Figure 1: Site and Vicinity Map



Figure 2 (above): 623 (left/two-story) and 625 (right), from Laurel St. Figure 3 (below): from Kirkland St.



APPLICATION BACKGROUND

This property is located at the fringe of the residential South Historic District. Laurel St. serves as a dividing line between this neighborhood and the downtown area, with downtown zoning on the north side of the street and residential zoning on the south side of the street. According to the Property Appraiser, this building was constructed in 1947, and has functioned as a small-scale commercial use since that time, a small-scale commercial outlier amongst mostly residential uses. The building includes a small second floor apartment. The Property Appraiser notes a ground floor square footage of 1,939, and a second floor square footage of 682. Lack of commercial zoning and isolation from other commercial uses has resulted in the property falling vacant and into disrepair over the years. The current owner is working to renovate the building and obtain a zoning classification that will allow the building to be used for its original purpose of small-scale retail/office.

Table 1: Property Current and Proposed Future Land Use Map and Zoning Designations

Future Land Use Map Category		Zoning	
Current	Proposed	Current	Proposed
RH (Residential, High Density)	COM (Commercial)	R-3 (Residential Multi-Family)	PUD/C-1A (Planned Unit Development/Neighborhood Commercial)

Table 2: Vicinity Future Land Use Map and Zoning Designations

	Future Land Use Map	Zoning	Actual Use
Site	RH	R-3	Auto repair, child care
Adjacent properties to:			
North	COM	DB (Downtown Business)	Duplex & single-family home
East	RH	R-3	Vacant commercial building
South	RH	R-3	Single-family home
West	RH	R-3	Single-family homes

PROJECT ANALYSIS

Project Description

The proposed PUD has the following attributes.

Allowable Uses

Staff recommends approval for one office storefront and one limited retail/service storefront OR two office storefronts. Total employees at peak time for all uses not to exceed five. To limit parking and traffic impacts, Staff recommends that only the following uses will be allowed.

1. office uses such as real estate, travel agent, attorney or similar uses;
2. beauty or barber shops not to exceed three chairs/stations; and
3. antiques or gift stores with display area not to exceed 600 square feet.

Parking

The current driveway on the west side of the corner building shall be widened to 17 feet in width and striped for a handicapped parking space. Only one car can park in this spot, as the length of the driveway is less than 30 feet, not allowing two cars to pull into the driveway without blocking the sidewalk. Staff also is concerned about cars backing out onto Laurel or Kirkland St. if two cars were to park in the driveway – this is a code violation for commercial establishments.

As noted in this report, Laurel St. is the dividing line between the downtown zoning districts and residential districts to the south. Commercial/office uses on the north side of the street are exempt from minimum parking requirements, with the understanding that the downtown area is a walkable environment where employees and shoppers/clients find public on or off-street parking and walk a block or two to their destination. Uses on the south side the street, including the subject property, have no such parking exemption. While the Campbell Building has in the past has allowed for public parking, it is unknown if its potential redevelopment will remove public parking from circulation. The First Baptist Church has the closest parking lot, two short blocks away.

The Applicant has requested the owner of the adjacent vacant commercial building to utilize the side yard area along Laurel St. for parking, but that request was denied. Since there are no off-street parking areas in the immediate vicinity, Staff recommends that on-street parking along Laurel St. serve this property. There is 100 feet of frontage from this building to the property line of the vacant commercial building to the east, which would allow for five parallel on-street parking spaces. This section of Laurel St. is 31 feet wide, which exceeds the City’s minimum street width of 24 feet. This width allows for two travel lanes of 10.5 feet and a parking lane of ten feet in width. While slightly more narrow than the standard 12-foot wide travel lane, this will accommodate through traffic, and the on-street parking and street narrowing will serve the public purpose of traffic calming as well. By Code, the 600 SF of retail floor area would require three spaces, the approximately 2,000 SF of office would require 10 spaces, and the second floor residential unit would require two spaces. The Applicant has also requested that the nearby First Baptist Church approve the use of ten parking places for overflow parking. Given the limitation of five employees, Staff believes that the full 15 spaces would rarely be required.

Pedestrian Access

Both Laurel and Kirkland Streets have sidewalks. No parking on or otherwise blocking these sidewalks will be allowed.

Screening and Buffering

The building covers most all of the property, therefore buffering and screening are not possible. The triangle area at the intersection of Laurel and Kirkland Streets will be preserved and enhanced as green space.

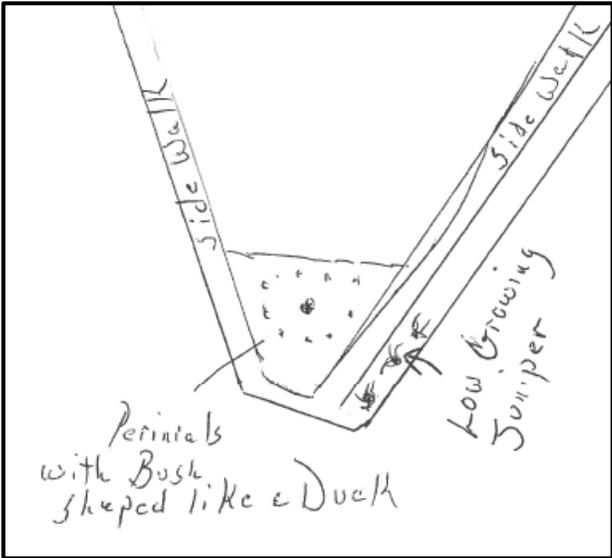


Figure 4: Landscaping for Triangle Area at Kirkland/Laurel Intersection

Rezoning Analysis

Per Section 94-38 of the Zoning Code, the Planning Board shall study and consider the proposed zoning amendment in relation to the following criteria, which are shown in *italics* (staff comment follows each criterion).

- 1) *When pertaining to the rezoning of land, the report and recommendations of the planning board to the city commission required by subsection (e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:*
 - a. *Whether the proposed change is in conformity with the*

comprehensive plan.

Staff Comment: the following Comprehensive Plan Future Land Use Element objective and policies support this application.

Policy A.1.6.1 9J-5.006(3)(c)

Provide incentives which direct development to infill in areas of the City with in-place water/sewer lines and paved road. These incentives may include, but not be limited to providing additional permitted land

uses through special use designations under the City Zoning Code such as approved "mother-in-law" units with separate kitchens or home office operations for limited business activities.

Policy A.1.6.2 9J-5.006(3)(c)3

Minimize scattered and highway strip commercial by directing commercial development to occur in a planned and compact manner through in-filling within already developed commercial areas as identified on the Future Land Use Map.

Policy A.1.8.1 9J-5.006(3)(c)5

The Land Development Regulations shall include alternative available land use control techniques and programs such as Planned Unit Developments. Planned Unit Developments may be used to protect safety restricted or environmentally sensitive areas but also may be used to increase the potential for developing water/sewer systems and more effective drainage systems. PUDs also shall benefit from the potential of receiving "density bonuses" for incorporating benefits which serve a public good into the development (See Policy A.1.9.3.8 Overlays).

Objective A.1.8 9J-5.006(3)(b)9; F.S. 187.201(16)(b)3

Upon Plan adoption, The City shall establish a program that provides the means for innovative development planning. The end goals of the program are to provide:

- Flexibility and efficiency in site design to reduce infrastructure costs, improve interior circulation patterns, and promote open space;
- Development that is adapted to natural features in the landscape such as wetlands, vegetation and habitat, and which avoids the disruption of natural drainage patterns; and land use pattern.

Staff Comment: The property is located in a mixed-use area with existing commercial establishments. It is not the only non-residential use on the south side of Laurel St., the Florida Baptist Convention offices are one block to the west.

c. Possible creation of an isolated district unrelated to adjacent and nearby districts.

Staff Comment: The property is across the street from Downtown Business zoning, and the less intensive limited neighborhood commercial PUD zoning would provide more of a step-down/transitional (rather than isolated) zoning between that DB zoning and the residential zoning of the South Historic District.

d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.

Staff Comment: Roadway capacity is available on area roadways and the impacts of these small-scale uses on road and utility capacity will be negligible.

e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Comment: as noted in c. above, the zoning would be redrawn to more accurately recognize and allow a long-standing neighborhood scale commercial use.

f. Whether changed or changing conditions make the passage of the proposed amendment necessary.

Staff Comment: a trend noted in Palatka and other towns and cities is the movement toward more mixed-use development, as opposed to rigidly separated residential and commercial uses. This is particularly true in

areas near downtowns. This zoning accommodates this trend, while limiting factors of scale and intensity that trigger incompatibility problems.

g. Whether the proposed change will adversely influence living conditions in the neighborhood.

Staff Comment: this rezoning would finally make this property conforming, allowing a level of investment in the buildings that will result in improved appearance and property values in the vicinity.

h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Comment: see response to d.

i. Whether the proposed change will create a drainage problem.

Staff Comment: as a “grandfathered” developed property with minimal new impervious surface addition, the project is exempt from water management district and city stormwater retention requirements.

j. Whether the proposed change will seriously reduce light and air to adjacent areas.

Staff Comment: The already-developed property does not have excessive height, density, or intensity to reduce light and air to existing adjacent areas.

k. Whether the proposed change will adversely affect property values in the adjacent area.

Staff Comment: see response to g. above.

l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Comment: based on the previous responses, the changes will not negatively affect the development of adjacent properties.

m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Comment: providing a zoning designation to property that is similar to the designation of surrounding properties and are similar (and much less intense) than the nearby existing downtown FLUM and zoning across the street is not a grant of special privilege.

n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Comment: the proposed commercial PUD zoning will allow utilization of the existing building, while the current zoning inhibits the improvement and use of the building.

o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.

Staff Comment: the property and its use are not out of scale with the neighborhood and City. The building is a small-scale structure, comparable to vicinity residential structures. The proposed uses are low-intensity and neighborhood-scale as well.

p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Comment: there are other commercial sites available in the downtown area to the north.

q. The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.

Staff Comment: The property is classified as a non-contributing structure within the South Historic District. However as a long-standing post-war neighborhood commercial use, it complements the historic neighborhood. The proposed ground floor storefront windows, second-floor double-hung windows, and stucco siding are appropriate and compatible with the historic district. Depending on the final proposed work, the exterior alterations may be approved by Staff or require approval by the Historic Preservation Board.

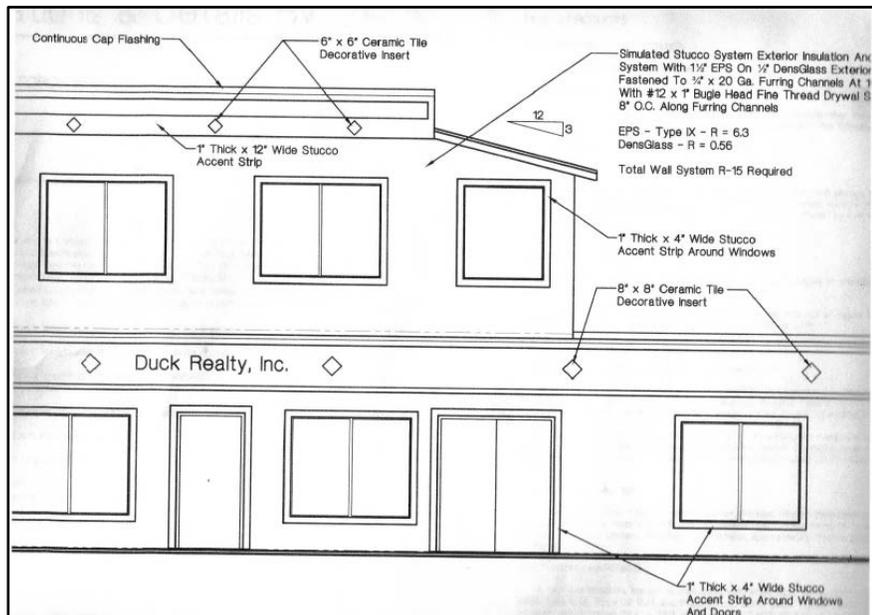
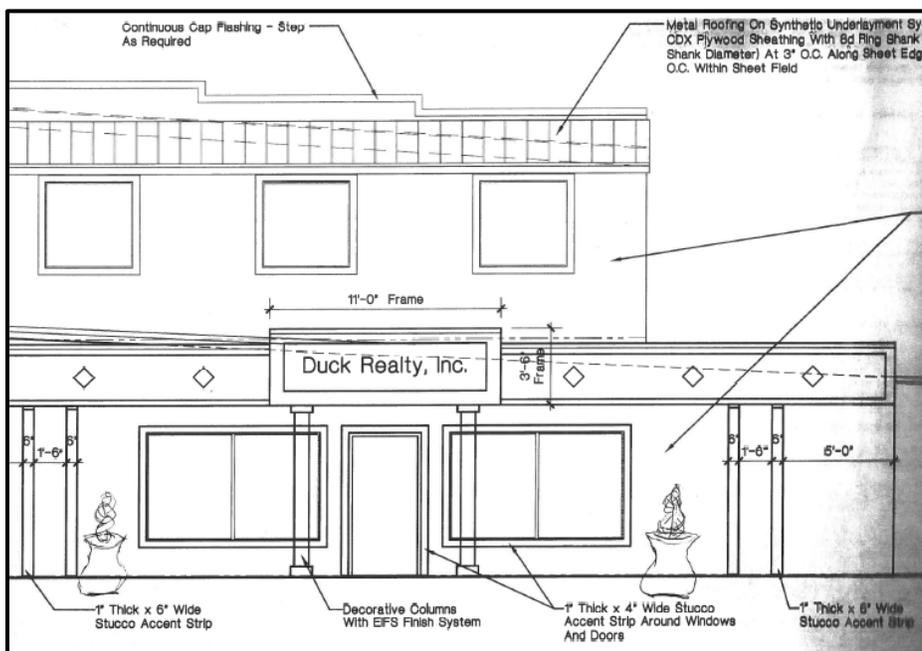


Figure 4 (above): North Elevation (facing Laurel St.)

Figure 5 (below) West Elevation (facing Kirkland St.)



Per Zoning Code Article IV (Planned Unit Developments) requires that PUDs also be evaluated with conditional use criteria – many of these repeat rezoning analysis criteria with the exception of Criterion d (refuse). The Applicant has stated that refuse cans will be kept inside the building.

Future Land Use Map Amendment Analysis

Criteria for consideration of comprehensive plan amendments under F.S. 163-3187 are shown in italics below (staff comment follows each criterion, and comprehensive plan extracts are underlined).

List Goals, Objectives, and Policies of the Comprehensive Plan that support the proposed amendment.

The proposed amendment is in keeping with the following objective and policies of the Comprehensive Plan, and does not conflict with other plan elements (see Rezoning Criterion # 1).

Provide analysis of the availability of facilities and services.

Staff Comment: this location has available urban services (water and sewer), traffic capacity, good access, and is thus appropriate for commercial designation.

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Staff Comment: Staff is not aware of any soil or topography conditions that would present problems for development, or of any natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

Staff Comment: not applicable.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests.

- *Low-intensity, low-density, or single-use development or uses*
- *Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*
- *Radial, strip, isolated, or ribbon development patterns.*
- *Development that fails to adequately protect and conserve natural resources and agricultural activities.*
- *Development that fails to maximize use of existing and future public facilities and services.*
- *Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.*
- *Development that fails to provide a clear separation between rural and urban uses.*
- *Development that discourages or inhibits infill development and redevelopment.*
- *Development that fails to encourage a functional mix of uses.*
- *Development that results in poor accessibility among linked or related land uses.*

Staff Comment: the location of this property within the City's urbanized area ensures that urban services are available. This action does not represent urban sprawl.

STAFF RECOMMENDATION

As demonstrated in this report, this application meets applicable annexation, future land use amendment, and rezoning criteria. Staff recommends rezoning to PUD/C-1A for 405-409 Pine St., subject to the submitted site plan and elevations, and with the following recommended conditions of approval.

- Approval for one office storefront and one limited retail/service storefront, OR two office storefronts.
- Allowable uses limited to office uses such as real estate, travel agent, attorney or similar uses; beauty or barber shops not to exceed three chairs/stations; and antiques or gift stores with display area not to exceed 1,000 square feet. Total employees at peak time for all uses not to exceed five.
- Upstairs space approved for one residential unit.
- The driveway shall be widened to a 17' length to serve as one handicapped only space, and will be a two-way drive through (no backing out) space.
- Five parallel striped spaces shall be created along the south side of Laurel St., starting east of the driveway and continuing east 100' along Laurel St. The Applicant to fund and arrange for striping, under the supervision of City's Public Works Dept.
- Utilize simple, no-decorative columns instead of proposed Doric columns.
- Provide a minimum 4' landscape strip along the Kirkland St. side of the corner building with hedge/shrub plantings, or as an alternative provide for planters along the building (landscape sketch plan submitted to Staff for review).
- Planting of triangle landscape area with low shrubs and groundcover (vision triangle rule requires plantings be below 30" in an area extending ten feet from intersection).
- Future exterior alterations to the building, lighting, awnings, signage, etc. are subject to Downtown Overlay standards (Zoning Code Sec. 94-see link below).

https://www.municode.com/library/fl/palatka/codes/code_of_ordinances?nodeId=PTIIMUCO_CH94Z_O_ARTIIDI_DIV3SUDIRE_S94-202DESTEXALDOZODI

Motion to approve request made by Mr. Killebrew and seconded by Ms. Willison. Motion was approved on a vote of four to two, with Ms. Williams and Mr. Harwell voting no.

Case 16-39 Request to rezone from R-1 (Residential Single-family) to PUD/C-1A (Planned Unit Development/Neighborhood Commercial) and amend the Future Land Use Map from RH (Residential High Density) to COM (Commercial).

Location: 623 and 625 Laurel St.

Applicant: Charles R. and Tina M. Duck

Mr. Crowe presented a Powerpoint presentation, showing aerial maps and photos of the property. He noted that the property was located on the southern fringe of the Downtown, within the residential Hammock neighborhood (South Historic District). It was a very small parcel, mostly covered by a 4,560 square foot building. The building, which was built in 1947, has been in residential zoning since the Zoning Code was adopted (1982) and the zoning nonconformity and isolation from established commercial areas have contributed to its ongoing lack of repair and occupation. A number of small-scale commercial uses have operated in the building over the years, but now the building has lost the commercial legal nonconforming status, and can only be used for residential purposes. The new owners of the property intend to renovate the building for mixed use development: first floor offices and a small retail space, and a second floor apartment.

Mr. Crowe began the process of demonstrating conformance with the rezoning criteria. He showed the zoning and FLUM (Future Land Use Map) maps and pointed out how Laurel St. acts as a demarcation between the downtown area and the residential Hammock neighborhood. Other than the Florida Baptist Convention offices a block to the west, there are no other structures on the south side of Laurel St. Most Laurel St. properties are residential, despite the Downtown Business zoning which allows for office and retail uses.

Mr. Crowe showed the elevations of the building, and said the exterior would be stuccoed and the windows replaced with operational windows that were in keeping with the historic district.

Mr. Crowe said that Staff recommended limiting commercial uses to office uses such as real estate, travel agent, attorney, or similar uses; beauty or barber shops not to exceed three chairs, and antiques or gift stores with display areas not to exceed 600 square feet.

Mr. Crowe noted that Staff had a concern with limited parking for the proposed uses. The site had room for only one pass-through parking space, in front of the building. Staff recommended that the Applicant stripe five parallel spaces along the front of the property at the direction of the City Public Works Dept. These spaces would not be immediately adjacent to any residences. He also recommended that the Applicant provide for additional overflow parking within 1,200 feet.

Mr. Crowe said that pedestrian access was good, with sidewalks on all vicinity streets. He noted that the Applicant could not meet the screening and buffering standards as there was very little green space on the property. He did say that the triangular point of property caused by the intersection of Laurel and Kirby Streets did provide an opportunity for landscaping, which the Applicant will do.

Mr. Crowe noted that the request was in keeping with Goals, Objectives, and Policies of the Comprehensive Plan, which supported mixed-use, efficient, and infill development like this project. He said that while the rezoning would create somewhat of an isolated district on the south side of Laurel St., there was commercial (Downtown) zoning on the north side of the street. Impacts to residential uses would be limited by the small size of the project and the use and number of employee limitations. The trend toward mixed-use development (live-work) supported projects like this. The rezoning would allow for improvement of this property, long constrained by zoning, and this improvement would improve property values on and around this property. He

concluded that this would not be a grant of special privilege but more of a recognition of long standing commercial use.

He said that Staff recommended approval with the following conditions for the PUD.

1. Rezone to Planned Unit Development/Commercial Neighborhood (PUD/CN).
2. Approval for office storefront & limited retail/service storefront, or two office storefronts.
3. Office uses limited to real estate, travel agent, attorney or similar uses; beauty or barber shops allowed not to exceed three chairs/stations; & antiques or gift stores allowed with display area not to exceed 1,000 square feet.
4. Total employees at peak time for all uses not to exceed five.
5. Upstairs space approved for one residential unit.
6. Driveway widened to a 17' length to serve as one handicapped only space, as a two-way drive through (no backing out) space.
7. Five parallel striped spaces shall be created along the south side of Laurel St., starting east of the driveway and continuing east 100' along Laurel St., with Applicant to fund & arrange for striping, under supervision of city's Public Works Department.
8. Utilize simple, no-decorative columns instead of proposed Doric columns.
9. Provide minimum 4' landscape strip along the Kirkland St. side of the corner building with hedge/shrub plantings, or as alternative provide for planters along the building.
10. Planting of triangle landscape area with low shrubs and groundcover.
11. Future exterior alterations to the building, lighting, awnings, signage, etc. are subject to downtown overlay standards.
12. PUD to conform to Applicant's elevations and landscape plan.

Mr. Crowe added that building exterior alterations may have to go before the Historic Preservation Board for review and approval.

Mr. Harwell asked if there was a way to get the handicap parking on Laurel or Kirkland. Mr. Crowe answered that there is not sufficient space (17-foot parking space width) on the street for such parking.

Applicant Ms. Tina Duck, 109 Macon Rd. Palatka said that she grew up in the neighborhood and remembers the little businesses operating out of the building. She said it was a goal of her and her husband to bring the property back to an attractive and functional part of the community.

Ms. Allegra Kitchens, 1027 S. 12th St., spoke in favor of the request. She remembered it has always been a commercial use regardless of how the zoning has changed over the years. She mentioned that she thought the five employee limitation would be too little.

J Norman Jutrus, 412 Mulholland, spoke in favor of the request and looks forward to the improvements to this property.

Motion made by Mr. DeLoach and seconded by Mr. Killebrew to approve the request as recommended. The motion was approved, six votes to one, with Mr. Harwell voting no.



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Zoning Code Sections 62-1 (definitions) and 62-17 (changing sign standards) - 2nd Reading, Adopt

SUMMARY:

This is second reading for adoption of an ordinance that will regulate changing signs as they relate to ballfield scoreboards. This ordinance was amended at first reading as follows:

Sec. 62-17(a) was amended to allow billboards to be up to 200 square feet (from 100 sf)

Sections (f), (g), (h) and (i) were removed.

(see highlighted text in ordinance that follows this summary)

This amendment was prompted by a request to install an electronic softball scoreboard in Rotary Park - these sign types are currently not allowed. The Rotary Park sign was reviewed by the Historic Preservation Board at their October 6 meeting.

RECOMMENDED ACTION:

Adopt on 2nd reading an ordinance revising definitions and standards for changing signs.

ATTACHMENTS:

Description	Type
▫ Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	10/17/2016 - 4:37 PM
City Clerk	Driggers, Betsy	Approved	10/17/2016 - 4:37 PM
City Manager	Suggs, Terry	Approved	10/19/2016 - 9:43 AM

This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
alatka, Florida 32177

ORDINANCE NO. 16 -

**AN ORDINANCE OF THE CITY OF PALATKA,
FLORIDA, AMENDING THE SIGN CODE, CHAPTER
62 OF THE MUNICIPAL CODE, REVISING
DEFINITION AND STANDARDS PERTAINING TO
CHANGING SIGNS; PROVIDING FOR SEVERABILITY
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, application has been made by the Building and Zoning Department for certain amendments to the Municipal Code of the City of Palatka, Florida, and

WHEREAS, the need for clarification of standards and definition of changing signs has been identified;

WHEREAS, all the necessary procedural steps have been accomplished, including two public hearings before the City Commission of the City of Palatka on October 13, 2016 and October 27, 2016; and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

NOW, THEREFORE, BE IT ENACTED BY THE CITIZENS OF THE CITY OF PALATKA, FLORIDA:

Section 1. That Chapter 62 (Sign Code), Section 62-1 of the Palatka Municipal Code shall be amended as follows:

Sec. 62-1. - Definitions.

~~Changeable copy sign means a sign on which copy is changed manually in the field, i.e., reader boards with changeable letters or changeable pictorial panels. Changeable copy signs shall not exceed 30 square feet in size.~~

~~Changing sign means a sign with changing messages such as an that are manually, electronically, or electrically controlled to display public service information such as time, temperature and date, game statistics and information on a scoreboard, and public and emergency service messages on a message center or reader board, where different copy changes are shown on the same lamp bank. Changing signs are allowed as permitted in chapter 62 and chapter 94, and shall not exceed 36 square feet in size.~~

~~Changing signs shall display a message for at least eight seconds. Changing sign light emanation shall not exceed 0.3 footcandles measured from a preset distance that shall be determined by the following formula: Measurement distance = the square root of the following: the area of sign square feet multiplied by 100. Changing signs shall automatically adjust the sign's brightness in direct correlation with ambient light conditions and no scrolling, flashing, or other movement shall be allowed other than change of image. Changing signs not meeting the standards above in Sec. 62-17 that were properly permitted prior to February 9, 2012 shall be considered to be legal nonconforming signs and shall be subject to the standards set forth in section 62-95.~~

Section 2. That Chapter 62 (Sign Code), Article I (In General) of the Palatka Municipal Code include a new section as follows:

Sec. 62-17. - Changing signs standards.

- (a) Changing sign size shall not exceed 36 square feet in size, except that scoreboards may be up to 100 square feet in size, and 200 square feet for scoreboards.
- (b) Electronic ~~Changing~~ signs shall display a message for at least eight seconds.
- (c) Electronic ~~Changing~~ sign light emanation shall not exceed 0.3 footcandles measured from a preset distance that shall be determined by the following formula: Measurement distance = the square root of the following: the area of sign square feet multiplied by 100.
- (d) Electronic ~~Changing~~ signs shall automatically adjust the sign's brightness in direct correlation with ambient light conditions and no scrolling, flashing, or other movement shall be allowed other than change of image.
- (e) Scoreboards are allowed in association with private or public ballfields, including school and park facilities.
- ~~(f) Scoreboard height is limited to 15 feet above grade.~~
- ~~(g) The back of scoreboards shall not be used for advertising purposes and when visible from roadways or residential properties, shall be screened with landscaping.~~
- ~~(h) Only game scores and statistics, sports-related information, public service announcements, and team sponsors may be displayed on scoreboards.~~
- ~~(i) Scoreboards shall only be utilized during games.~~

Section 3. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 4. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

Section 5. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 27th day of October, 2016.

PALATKA CITY COMMISSION

By: _____
Its MAYOR

ATTEST:

City Clerk
(SEAL)

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Section 86-62 of the Code of Ordinances to provide options regarding calculations for separate water service required for each business unit - 2nd Reading, Adopt

SUMMARY:

City staff was approached by a local business owner regarding the minimum water bill that was being paid on three business units within a single building which is served via a single water meter, however the three business units share a single bathroom.

Under Section 86-62 of the Code of the Ordinances, he was required to pay the minimum charge multiplied by three because of the three business units, however he felt that was unfair because the three business units did not have any water fixtures located within the unit. The three business units share a single restroom.

City staff has reviewed the Code and is recommending that Section 86-62 be modified to allow for a second option that building owners could choose from regarding their minimum water charges if they own a building with multiple business units that is served via a single water meter.

Since there is the possibility that a single restroom with multiple fixtures could serve many business units located in a building served by a single meter, such as a large office building with multiple suites, City staff felt that the best way to handle the modification was to allow for the building owner to be charged half the minimum monthly charge multiplied by the total number of water-serviced fixtures installed in the building.

City staff believes this would be fair to business owners should they chose to have a single meter that serves multiple business units which share a large restroom facility.

RECOMMENDED ACTION:

Adopt on 2nd reading an ordinance amending Section 86-62 of the Code of Ordinances of the City of Palatka allowing for building owners to select from two different methods of calculation regarding the minimum charges for water service when multiple business units are served via a single water meter.

ATTACHMENTS:

Description	Type
▫ Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	10/17/2016 - 4:39 PM
City Clerk	Driggers, Betsy	Approved	10/17/2016 - 4:39 PM
City Manager	Suggs, Terry	Approved	10/19/2016 - 9:43 AM

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING SECTION 86-62 OF THE MUNICIPAL CODE OF THE CITY OF PALATKA AS IT PERTAINS TO SEPARATE SERVICES REQUIRED FOR EACH BUSINESS UNIT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section I. That Section 86-62 of the Code of Ordinances of the City of Palatka, Florida, is hereby amended to read as follows:

Sec. 86-62. *Separate service required for each business unit.*

There shall not be less than a minimum charge for each business receiving or having available to it water through the city's water system, and bills for water served to a business through a meter shall be calculated and rendered accordingly. In cases where multiple businesses in the same building, or on the same piece of property owned by a single owner of record, receive water or have water available to them through a single meter, the owner of the record of the building or property shall be responsible for paying the monthly water bill in an amount equal to either: 1) the minimum monthly charge times the number of business units served by the single meter, plus any usage over the cumulative minimums; or, 2) half of the minimum monthly charge multiplied by the total number of water-serviced fixtures installed in the building plus any usage over the cumulative minimums. The owner of record shall choose, in writing, utilizing a document signed by the owner between the methods described above and shall provide said document to the City Water Dept. where it will be maintained on file. ~~the minimum monthly charge times the number of business units served by the single meter, plus any usage over the cumulative minimums.~~ Effective on June 1, 1994, each owner of record of multiple business units receiving water through a single meter from the city's water system shall be required to put up a water deposit in an amount determined by this chapter and shall thereafter receive a bill calculated as set forth in this section. No water service shall be furnished to any business unit, except in accordance with the requirements of this section. No building permits for construction of new business units shall be issued unless separate water meters are provided.

All other parts and provisions of Section 86-62 shall remain.

Section II. That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section III. That if any section or portion of a section or subsection of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

Section IV. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka.

Section V. This Ordinance shall become effective as of October 28, 2016.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on second reading this 28th day of October, 2016.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

City Clerk



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Palatka Municipal Code, Chapter 2 Administration, to add an Accounts Receivable Policy – 2nd Reading, Adopt

SUMMARY:

This is second reading of an ordinance adopting an Accounts Receivable Policy, which will allow the City more control over collection of past due invoices for services rendered.

RECOMMENDED ACTION:

Adopt on 2nd Reading an ordinance adopting and adding an Accounts Receivable Policy to Chapter 2 of the Municipal Code.

ATTACHMENTS:

Description	Type
▫ Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	10/17/2016 - 3:18 PM
City Clerk	Driggers, Betsy	Approved	10/17/2016 - 3:18 PM
City Manager	Suggs, Terry	Approved	10/19/2016 - 9:43 AM

ORDINANCE NO. 16 -

Entitled

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA,
REVISING THE CODE OF ORDINANCES OF THE CITY OF
PALATKA, FLORIDA, BY AMENDING CHAPTER 2,
ADMINISTRATION, TO ADD AN ACCOUNTS RECEIVABLE
POLICY; PROVIDING FOR SEVERABILITY AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, it is the policy of the City to bill users for goods, fees and other charges it deems necessary to fund services and programs of the City, thereby creating Accounts Receivable; and

WHEREAS, the City Commission deems it necessary to add a policy governing City of Palatka Accounts Receivable to provide guidelines for collection of monies owed to the City for goods, fees and services billed.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1. That **Chapter 2** of the Code of Ordinances, Administration, shall be amended to include the following policy entitled *Accounts Receivable*:

Accounts receivable.

- (a) It is the policy of the City to bill for goods, user fees and other charges it deems necessary to fund services and programs of the City.
- (b) This accounts receivable policy applies to all goods, services and/or permits provided or granted by the City for which invoices are issued.
- (c) In all instances where goods and services have been provided or permitted and invoiced by the City, the Terms of Payment shall be that all amounts are due and owing within 30 day following the issuance of the invoice.
- (d) Accounts shall become delinquent 60 days following the issuance of the invoice or permit by the City.
- (e) It is the policy of the city that until delinquent accounts are paid in full, no new or additional goods, services or permits be authorized

regardless of type, to the delinquent account holder, and that credit for contractors or permit holders with delinquent accounts is specifically prohibited until such accounts are paid in full. The City has the right to refuse terms of credit to any user who becomes delinquent in payment of accounts.

- (f) Moreover, the billing department shall report to the Finance Director such delinquent accounts, and if they are not paid within 90 days, the Finance Director shall report the delinquency to the City Manager for the purpose of considering litigation.

Section 2. That Sections of Chapter 2 of the Palatka Municipal Code be renumbered accordingly to accommodate the changes described in this Ordinance, if necessary.

Section 3. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 4. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka.

Section 5. This Ordinance shall become effective upon its final passage by the City Commission of the City of Palatka.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida on second reading this 27nd day of October, 2016.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Palatka Municipal Code, Section 10-4, Hours when alcohol sale prohibited; half-hour closing period - 1st Reading

SUMMARY:

This is first reading of an ordinance that will allow for Sunday morning sales of alcohol, only in conjunction with bonafide restaurants, and only when such restaurants continue to serve meals. The intent is to stimulate business for restaurants and provide further dining options for residents and visitors.

RECOMMENDED ACTION:

Pass on first reading an ordinance allowing Sunday morning sales of alcohol only in conjunction with bonafide restaurants that continue to serve meals. Second reading/adoption is scheduled for November 10, 2016.

ATTACHMENTS:

Description	Type
▫ Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	10/13/2016 - 4:05 PM
City Clerk	Driggers, Betsy	Approved	10/19/2016 - 12:44 PM

This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
alatka, Florida 32177

ORDINANCE NO. 16 -

AN ORDINANCE OF THE CITY OF PALATKA,
FLORIDA, AMENDING THE ALCOHOLIC
BEVERAGES CODE, CHAPTER 10 OF THE
MUNICIPAL CODE, REVISING HOURS OF OPERATIONS
RESTRICTIONS; PROVIDING FOR SEVERABILITY
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the Building and Zoning Department for certain amendments to the Municipal Code of the City of Palatka, Florida, and

WHEREAS, changing the opening hour for alcohol sales on Sunday from 1:00 p.m. to 7:00 a.m. only in association with bonafide restaurants will stimulate business for restaurants and provide further dining options for residents and visitors; and

WHEREAS, all the necessary procedural steps have been accomplished, including two public hearings before the City Commission of the City of Palatka on October 27, 2016 and November 10, 2016; and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

NOW, THEREFORE, BE IT ENACTED BY THE CITIZENS OF THE CITY OF PALATKA, FLORIDA:

Section 1. That Chapter 10 (Alcohol Beverages Code), Section 10-4 of the Palatka Municipal Code shall be amended as follows:

Sec. 10-4. - Hours when sale prohibited; half-hour closing period.

It shall be unlawful for any person to sell, consume, serve, or permit to be served or consumed, any alcoholic beverages, except as otherwise listed herein, at any licensed premises except between and during the following hours:

- (a) Monday through Saturday, from 7:00 a.m. until 2:00 a.m. the following morning.
- (b) Sunday, from ~~1:00 p.m.~~ 12:00 noon until 12 p.m. midnight, and from 7:00 a.m. until 12:00 p.m. midnight for bona-fide restaurants licensed by the State of Florida Division of

Hotels and Restaurants whose primary business is the service of full course meals, and only if such restaurants continue to serve meals during this time period.

- (c) New Year's Eve, if falling on a day Monday through Saturday, from 7:00 a.m. until 4:00 a.m. the following morning.
- ~~(d) New Year's Eve, if falling on a Sunday, from 1:00 p.m. until 4:00 a.m. the following morning.~~

Exception: Any licensee for on-premise consumption shall have a period of 30 minutes, from the time sales of alcoholic beverages are required under this section to cease, during which consumption of alcoholic beverages may continue and within which to clear his licensed place of business of all customers and persons, but in no event shall alcoholic beverages be sold in such licensed premises after the time sales of alcoholic beverages are required under this section to cease.

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 10th day of November, 2016.

PALATKA CITY COMMISSION

By: _____
Its MAYOR

ATTEST:

City Clerk
(SEAL)

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Chapter 10 - ALCOHOLIC BEVERAGES^[1]*Footnotes:**— (1) —**Editor's note—Section I of Ord. No. 05-07, adopted Feb. 10, 2005, amended ch. 10 in its entirety to read as herein set out. Former ch. 10 pertained to similar subject matter and derived from §§ 4-1—4-4 of the 1981 Code.**Cross reference— Alcoholic beverages in parks, § 50-39; intoxication in parks, § 50-40.**State Law reference— Municipal Home Rules Powers Act, F.S. § 166.011 et seq.; beverage control laws, F.S. ch. 561 et seq.*

Sec. 10-1. - Scope and applicability.

- (a) This chapter shall apply to all licensees and licensed premises located within the city limits of the City of Palatka.
- (b) For purposes of this chapter, section 10-3, location restrictions, shall not apply to established licensed premises, religious institutions, or schools, in existence as of the effective date of this chapter, which shall be considered grandfathered to the distance requirements contained herein and shall be allowed to continue, be expanded at that location, or replaced if destroyed or substantially damaged without regard to the location restrictions as contained in this chapter, but shall otherwise comply with this chapter as adopted by ordinance. An established licensed premises, religious institution, or school that does not meet the location restrictions as listed in this chapter shall be grandfathered; however, should a grandfathered licensed premises, religious institution, or school cease operations for a period of one year or more, then the licensed premises, religious institution, or school shall not be recommenced except in conformance with the location restrictions included in this chapter. For purposes of this subsection, a change in ownership of an established licensed premises shall not invalidate the grandfathered status conferred by this subsection so long as operations do not cease for a period of one year or more.
- (c) For purposes of this chapter, section 10-4, hours when sale prohibited; half-hour closing period, shall apply to all licensees and licensed premises within the city limits of the City of Palatka.
- (d) All licensees and licensed premises licensed by the state and by the city, and all other business establishments, shall comply with all laws of the state and all rules and regulations promulgated by the Division of Alcoholic Beverages and Tobacco of the State of Florida Department of Business and Professional Regulation in the conduct and operation of their respective businesses, and the Beverage Law, as amended, are hereby adopted by reference and made a part of this Code. The provisions of such chapters shall be complied with by all persons to the same extent as though such provisions were set forth in full in this chapter, except where such provisions may be in conflict with other provisions of this chapter. To the extent of conflict or inapplicability to the city, such provisions shall be disregarded.

(Ord. No. 05-07, § I, 2-10-2005)

Sec. 10-2. - Definitions.

For purposes of this chapter, the following definitions shall apply:

Alcoholic beverages means distilled spirits and all beverages containing one-half of one percent or more alcohol by volume.

The Beverage Law means F.S. chs. 561, 562, 563, 564, 565, 567, and 568.

Bottle club means a commercial establishment, operated for a profit, whether or not a profit is actually made, wherein patrons consume alcoholic beverages which are brought onto the premises and not sold or supplied to the patrons by the establishment, whether the patrons bring in and maintain custody of their own alcoholic beverages or surrender custody to the establishment for dispensing on the premises, and which is located in a building or other enclosed permanent structure. This definition does not apply to sporting facilities where events sanctioned by nationally recognized regulatory athletic or sports associations are held, bona fide restaurants licensed by the Division of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation whose primary business is the service of full course meals, or hotels and motels licensed by the Division of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation.

Licensed premises means not only rooms where alcoholic beverages are stored or sold by the licensee, but also all other rooms in the building which are so closely connected therewith as to admit free passage from drink parlor to other rooms over which the licensee has some dominion or control. Licensed premises shall also include any outside area shown on a sketch submitted to and approved by the city for purposes of licensing by the Division of Alcoholic Beverages and Tobacco of the State of Florida Department of Business and Professional Regulation. For purposes of this chapter, "licensed premises" shall include, but not be limited to, bottle clubs, bars, taverns, restaurants (as herein defined and when licensed by the Division of Alcoholic Beverages and Tobacco for the sale of alcoholic beverages), and all other licensees of the Division of Alcoholic Beverages and Tobacco.

Licensee means a legal or business entity, person, or persons that hold a license issued by the Division of Alcoholic Beverages and Tobacco of the State of Florida Department of Business and Professional Regulation and meet the qualifications set forth in F.S. § 561.15.

Open container means any bottle, can, glass, cup or other vessel, other than the original unbroken sealed container, containing an alcoholic beverage.

Religious institution means churches and ecclesiastical or denominational organizations or established physical places for worship in this state at which nonprofit religious services and activities are regularly conducted and carried on, and also means church cemeteries.

Restaurant means an establishment licensed by the Division of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation or a business that does not otherwise qualify for a special license, but nevertheless derives at least 51 percent of its gross revenues from the sale of food and nonalcoholic beverages and has a city occupational license as a restaurant.

Sale, sell and vend mean any transfer of an alcoholic beverage for a consideration, any gift of an alcoholic beverage in connection with, or as a part of, a transfer of property other than an alcoholic beverage for a consideration, or the serving of an alcoholic beverage by a club licensed under the Beverage Law.

School means a public or nonprofit approved or accredited organizational entity devoted primarily to approved academic, vocational, or professional study and instruction, which operates primarily for educational purposes on a full-time basis for a minimum school year and employs a full-time staff of qualified instructors.

Any definitions omitted from this section shall be as otherwise defined within the Beverage Law of the State of Florida.

(Ord. No. 05-07, § 1, 2-10-2005)

Sec. 10-3. - Location restrictions.

For purposes of this subsection, all distances shall be measured from the nearest property line to nearest property line. The following location restrictions shall apply:

- (a) A licensed premises shall not locate within 300 feet of any established religious institution or school provided, however, that a licensed premises may be granted a conditional use to locate within 300 feet of any established religious institution or school.
- (b) A religious institution or school shall not locate within 300 feet of any established licensed premises provided, however, that a religious institution or school may be granted a conditional use to locate within 300 feet of any established licensed premises.
- (c) A licensed premises shall not locate within 300 feet of any established licensed premises provided, however, that a licensed premises may be granted a conditional use to locate within 300 feet of any established licensed premises.

(Ord. No. 05-07, § 1, 2-10-2005)

Sec. 10-4. - Hours when sale prohibited; half-hour closing period.

It shall be unlawful for any person to sell, consume, serve, or permit to be served or consumed, any alcoholic beverages, except as otherwise listed herein, at any licensed premises except between and during the following hours:

- (a) Monday through Saturday, from 7:00 a.m. until 2:00 a.m. the following morning.
- (b) Sunday, from 1:00 p.m. until 12:00 midnight.
- (c) New Year's Eve, if falling on a day Monday through Saturday, from 7:00 a.m. until 4:00 a.m. the following morning.
- (d) New Year's Eve, if falling on a Sunday, from 1:00 p.m. until 4:00 a.m. the following morning.

Exception: Any licensee for on-premise consumption shall have a period of 30 minutes, from the time sales of alcoholic beverages are required under this section to cease, during which consumption of alcoholic beverages may continue and within which to clear his licensed place of business of all customers and persons, but in no event shall alcoholic beverages be sold in such licensed premises after the time sales of alcoholic beverages are required under this section to cease.

(Ord. No. 05-07, § 1, 2-10-2005)

Sec. 10-5. - Premises of licensees to be closed during designated hours; exceptions.

A licensed premises for on-premises consumption shall be and remain securely closed between the hours of 12:30 a.m. and 7:00 a.m. Monday, 2:30 a.m. and 7:00 a.m. Tuesday through Saturday, 2:30 a.m. and 1:00 p.m. Sunday, and between the hours of 4:30 a.m. and 7:00 a.m. or 1:00 p.m. (as applicable) on New Year's Day, and no person shall be permitted therein for any purpose whatsoever during such closed period, except regular employees of the licensee may be permitted therein for the purpose of cleaning up the premises only; provided that any person engaged primarily in a business other than that of licensed premises for on-premises consumption of alcoholic beverages on the same premises shall be allowed to keep open that portion of the premises not devoted to or used for the sale of alcoholic beverages for on-premises consumption upon securely screening all alcoholic beverages upon the premises from public view.

(Ord. No. 05-07, § 1, 2-10-2005)

Sec. 10-6. - Consumption or possession in certain public and private places.

- (a) It shall be unlawful for any person to consume or have in their possession any alcoholic beverage in any public park or recreation area, or on any public school property, or within any public building in the city; provided, however, this prohibition shall not apply to the buildings located on the premises of the municipal golf course, Ravine Gardens State Park, Riverfront Park, St. Johns River Center, Bronson-Mulholland House, Price-Martin Community Center, Larimer Arts Center, Tilghman House, Chamber of Commerce building, and Palatka Municipal Airport, when the alcoholic beverages are possessed or are being consumed thereon with the consent of the person, group or organization lawfully in charge of the excepted premises and in compliance with any applicable provisions of the Beverage Law.

(b)

It shall be unlawful for any person to consume or have in their possession any alcoholic beverage in an open container on any public street, thoroughfare, sidewalk or alley or on any publicly-owned parking facility within the city; nor shall any person, except the owner or person placed in charge by the owner, consume or have in their possession any alcoholic beverages in an open container on any private property unless such person is a lawful guest and has the consent of the owner or person in charge of such private property.

- (c) It shall be unlawful for any person to consume or have in their possession any alcoholic beverages in any open container while seated in a vehicle in any of the places identified in subsections (a) and (b) of this section.
- (d) The city commission may grant special permission for the sale, consumption or possession of alcoholic beverages in open containers during special events within defined areas of any public park, recreation area, street, sidewalk or public parking facility and for specific times.
- (e) For licensed premises including on-premise consumption, such licensed premises shall include all of the area embraced within the sketch submitted as part of an initial or renewal application for a license issued by the division of alcoholic beverages and tobacco, where such sketch appears on or is attached to the application for the license involved and designated as such on said sketch, in addition to that area included or designated by general law. When the area embraced within the sketch includes an outside area, access to such outside area shall be limited in such a fashion so as to prevent and prohibit access to the establishment by underage persons for purposes of subverting identification checkpoints or similar measures in place at the licensed premises. Additionally, any outside area shall be screened or fenced in such a manner so as to prevent the exchange of alcoholic beverages between those persons within the outside area and those beyond the outside area as shown on the sketch for the licensed premises. The city's planning director will review all applications for compliance with this requirement prior to the issuance of any approval for a license issued by the Division of Alcoholic Beverages and Tobacco of the State of Florida Department of Business and Professional Regulation.
- (f) No owner of a bottle club nor his agents, servants, employees, or any other person or persons using the premises with the owner's knowledge and consent shall permit alcoholic beverages to be served to minors; in addition, no owner of a bottle club nor his agents, servants, employees or any other person or persons using the premises with the owner's knowledge and consent shall permit prostitution or solicitation of prostitution on a premises operated as a bottle club, permit gambling or solicitation of gambling on the premises, permit the premises to be operated as a disorderly place or public nuisance, or permit therein a violation of any city ordinance regulating moral decency, specifically chapter 3 (adult entertainment establishments) and division 2 (public nudity) of article III (offenses against public morals) of chapter 46 (offenses and miscellaneous provisions).

(Ord. No. 05-07, § 1, 2-10-2005; Ord. No. 11-58, § 1, 10-13-2011; Ord. No. 15-12, § 1, 5-28-2015)

Sec. 10-7. - Penalties; injunctive relief.

- (a) A person convicted of a violation of this chapter shall be punished by a fine not exceeding \$500.00 or by imprisonment for a term not exceeding 60 days or any combination thereof. With respect to violations of this chapter that are continuous with respect to time, each day the violation continues is a separate offense.
- (b) Licensed premises that are not in conformity with these requirements shall be subject to appropriate civil action in the court of appropriate jurisdiction for abatement.
- (c) Nothing contained herein shall prevent the city or any division thereof from seeking appropriate disciplinary or punitive action related to any licensee or licensed premises as licensed by the Division of Alcoholic Beverages and Tobacco of the State of Florida Department of Business and Professional Regulation, the Division of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation, or any other licensing authority as applicable.

(Ord. No. 05-07, § 1, 2-10-2005)